

ORIGINAL

ALVERSON, TAYLOR, MORTENSEN,  
NELSON & SANDERS  
ERIC TAYLOR, ESQ., NV Bar No. 2275  
STACY R. SMITH, ESQ., NV Bar No. 7919  
SARAH A. SMEGAL, ESQ., NV Bar No. 8669  
7401 West Charleston Boulevard  
Las Vegas, NV 89117-1401  
Attorneys for Brandywine Health Services  
of Mississippi, Inc. and Jeffrey A. Morse

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UNITED STATES DISTRICT COURT  
CLARK COUNTY, NEVADA

MCC SPECIAL PURPOSE CORPORATION VIII,  
a Nevada corporation,

CV-S-04-1296-KJD-PAL

Plaintiff,

vs.

BRANDYWINE HEALTH SERVICES OF MISSISSIPPI,  
INC., aka Choctaw County Medical Center, a Mississippi  
corporation, JEFFREY A. MORSE, an individual, and  
DOES 1-10,

Defendants.

BRANDYWINE HEALTH SERVICES OF  
MISSISSIPPI, INC., aka Choctaw County Medical  
Center, a Mississippi corporation, JEFFREY A.  
MORSE, an individual, and DOES 1-10,

Counter-claimants,

vs.

MCC SPECIAL PURPOSE CORPORATION VIII,  
a Nevada corporation,

Counter-defendant.

NOTICE OF REMOVAL  
TO FEDERAL COURT

FILED SEPARATELY

TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Defendants BRANDYWINE HEALTH SERVICES OF MISSISSIPPI, INC., aka Choctaw  
County Medical Center, a Mississippi Corporation, and JEFFREY A. MORSE, an individual  
(collectively, "Defendants"), file this NOTICE OF REMOVAL from the District Court of the State  
of Nevada, in and for the County of Clark, Case No. A490478 ("State Court Action"), to the United  
States District Court for the District of Nevada pursuant to 28 U.S.C. §§ 1441, and 1446. This Court  
has subject matter jurisdiction based on diversity of citizenship pursuant to 28 U.S.C. § 1332. In  
support thereof, Defendants state as follows:

ALVERSON, TAYLOR, MORTENSEN, NELSON & SANDERS  
LAWYERS  
7401 WEST CHARLESTON BOULEVARD  
LAS VEGAS, NEVADA 89117-1401  
(702) 384-7000

## Claims & Parties

1. Plaintiff MCC Special Purpose Corporation VIII ("Plaintiff") initiated the State Court Action by filing a Complaint against Defendants seeking money damages and declaratory relief based upon claims of breach of contract, breach of guaranty, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, fraud, intentional interference with prospective economic advantage, conversion, and declaratory judgment, on or about August 16, 2004. A true and correct copy of the Summons and Complaint served upon Defendants is attached as **Exhibit 1**.

2. The Summons and Complaint were served upon Defendant Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation ("Brandywine Health") on August 19, 2004, and upon Defendant Jeffrey A. Morse, an individual, on August 23, 2004. At the time of filing this Notice of Removal, Defendants only have a copy of the Affidavit of Service for Brandywine Health, a true and correct copy of which is attached as **Exhibit 2**.

3. Defendants filed an Answer and Counter-claim in the State Court Action on September 13, 2004, a true and correct copy of which is attached as **Exhibit 3**.

4. At the time the Complaint was filed, Plaintiff is and was a corporation duly organized and existing under the laws of the state of Nevada with its principal place of business located in Las Vegas, Nevada.

5. At the time the Complaint was filed, Defendant Brandywine Health is and was a corporation duly organized and existing under the laws of the state of Mississippi with its principal place of business located in Ackerman, Mississippi.

6. At the time the Complaint was filed, Defendant Jeffrey Morse is and was a resident of the state of Maryland, and his domicile is and was in the state of Maryland.

## Jurisdiction

7. Removal of this action is proper under 28 U.S.C. § 1441(a) because this is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332(a)(1). There is complete diversity between Plaintiff and Defendants, and the amount in controversy exceeds \$75,000 as required by 28 U.S.C. § 1332(a)(1). In paragraph 32 of the Complaint, Plaintiff alleges that Defendants owe Plaintiff the amount of \$318,957.38, plus interest.

8. Removal to this District is proper under 28 U.S.C. § 1441(a) because the United States District Court for the District of Nevada is the district embracing the place where the State Court Action is pending.

### Compliance with Statutory Requirements

9. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders received by Defendants in this action are attached. See Exhibits 1, 2, 3.

10. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is filed within 30 days of the receipt by Defendants of the pleading setting forth the claims for relief upon which the action is based.

11. Pursuant to 28 U.S.C. § 1446(d), Defendants will promptly provide written notice of the removal of this action to Plaintiff and the Clerk of the Eighth Judicial District Court, Clark County, Nevada.

Therefore, Defendants Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation, and Jeffrey A. Morse, an individual, remove this action from the District Court of the State of Nevada, in and for the County of Clark, to this Honorable Court.

DATED this 14th day of September, 2004.

ALVERSON, TAYLOR, MORTENSEN,  
NELSON & SANDERS

ERIC TAYLOR, ESQ., NV Bar No. 2275  
STACY R. SMITH, ESQ., NV Bar No. 7919  
SARAH A. SMEGAL, ESQ., NV Bar No. 8669  
7401 West Charleston Boulevard  
Las Vegas, NV 89117-1401  
Attorneys for Brandywine Health Services  
of Mississippi, Inc. and Jeffrey A. Morse

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 16<sup>th</sup> day of September, 2004, pursuant to the amendment to the Eighth Judicial District Court Rule 7.26, service of the foregoing *NOTICE OF REMOVAL TO FEDERAL COURT* was mailed, via First Class U.S. mail, postage prepaid, addressed as follows:

Ike Lawrence Epstein, Esq.  
Eric D. Hone, Esq.  
Beckley Singleton, Chartered  
530 Las Vegas Boulevard South  
Las Vegas, NV 89101

  
An employee of ALVERSON, TAYLOR,  
MORTENSEN, NELSON & SANDERS

ALVERSON, TAYLOR, MORTENSEN, NELSON & SANDERS

LAWYERS  
7401 WEST CHARLESTON BOULEVARD  
LAS VEGAS, NEVADA 89117-1401  
(702) 384-7000



SERVICE  
COPIES

**SUMM**  
 IKE LAWRENCE EPSTEIN, ESQ.  
 Nevada Bar No. 4594  
 ERIC D. HONE, ESQ.  
 Nevada Bar No. 8499  
 BECKLEY SINGLETON, CHARTERED  
 530 Las Vegas Blvd. South  
 Las Vegas, Nevada 89101  
 Telephone: (702) 385-3373  
 Facsimile: (702) 385-9447

Serve ✓  
 8/19/04

Attorneys for Plaintiff MCC Special Purpose Corporation VIII

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

MCC SPECIAL PURPOSE CORPORATION )  
 VIII, a Nevada corporation, )

Plaintiff, )

v. )

BRANDYWINE HEALTH SERVICES OF )  
 MISSISSIPPI, INC., aka Choctaw County )  
 Medical Center, a Mississippi corporation, )  
 JEFFREY A. MORSE, an individual, and )  
 DOES 1-10, )

Defendants; )

Case No.: **A 490478**

Dept. No.: **IV**

**SUMMONS**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

...

...

...

**BECKLEY  
 SINGLETON**  
 ATTORNEYS AT LAW

530 LAS VEGAS BLVD SOUTH  
 LAS VEGAS, NEVADA 89101

1 **TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the relief  
2 set forth in the Complaint.

3  
4 BRANDYWINE HEALTH SYSTEMS OF MISSISSIPPI, INC.  
5 aka Choctaw County Medical Center, a Mississippi corporation

6 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you  
7 exclusive of the day of service, you must do the following:

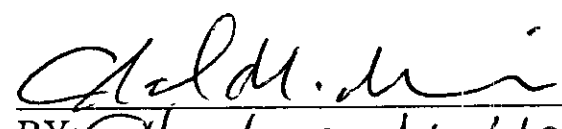

8 a. File with the Clerk of this Court, whose address is shown below, a formal written  
9 response to the Complaint in accordance with the rules of the Court.

10 b. Serve a copy of your response upon the attorney whose name and address is shown  
11 below.

12 2. Unless you respond, your default will be entered upon application of the plaintiff and  
13 this Court may enter a judgment against you for the relief demanded in the Complaint, which could  
14 result in the taking of money or property or other relief requested in the Complaint.

15 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so  
16 that your response may be filed on time.

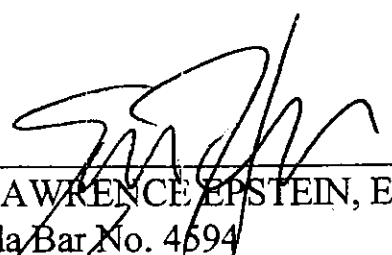
17  
18  
19 SHIRLEY B. PARRAGUIRRE, CLERK OF COURT

20  
21  
22  
23 BY:    
24 Deputy Clerk Date AUG 4 6 2004

1 Issued at direction of:

2

3

4 BY:   
IKE LAWRENCE EPSTEIN, ESQ.

5 Nevada Bar No. 4694

6 ERIC D. HONE, ESQ.

7 Nevada Bar No. 8499

8 BECKLEY SINGLETON, CHARTERED

9 530 Las Vegas Blvd. South

10 Las Vegas, Nevada 89101

11 Telephone: (702) 385-3373

12 Facsimile: (702) 385-9447

13 Attorneys for Plaintiff MCC Special Purpose Corporation VIII

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**ORIGINAL**

AFFT DISTRICT COURT

CLARK COUNTY,

STATE OF NEVADA

CASE NO.: A490478

DEPT NO.: IV

DOCKET NO.: 01455-0163

Beckley Singleton, Chtd. ATTORNEYS FOR: Plaintiff

Ike Lawrence Epstein Esq STATE BAR NO.: 4534

530 Las Vegas Blvd. South

Las Vegas, NV 89101

MCC Special Purpose Corporation VIII

Plaintiff

Date:

vs

Time:

Brandywine Health Services of Mississippi, Inc., et al

Defendant

AFFIDAVIT OF SERVICE

Vaznell Warner, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Summons & Complaint

on the 19<sup>th</sup> day of August, 2004 and served the same on the 19<sup>th</sup> day of August, 2004 at 10:00 am by:

1. delivering and leaving a copy with the defendant, Richard Barry at 505 Constitution Avenue, Meridian, MS 39302-2009

2. serving the defendant, \_\_\_\_\_ by personally delivering and leaving a copy with \_\_\_\_\_, a person of suitable age and discretion residing at the defendant's usual place of abode located at \_\_\_\_\_

3. serving the defendant, Brandywine Health Services of Mississippi, Inc., a/d/a Choctaw County Medical Center by personally delivering and leaving a copy at 505 Constitution Avenue, Meridian, MS 39302-2009

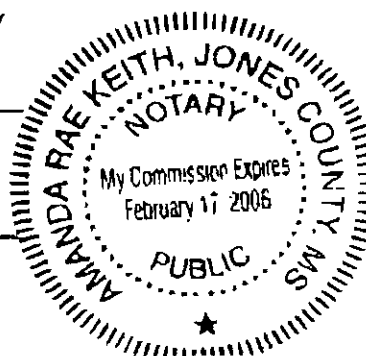
a. with \_\_\_\_\_ as \_\_\_\_\_ an agent lawfully designated by statute to accept service of process;

b. with Resident Agent, Richard Barry pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.

SUBSCRIBED AND SWORN to before me on this

19 day of Aug, 2004

Notary Public



Vaznell Warner  
Affiant

Legal Process Service  
626 S. Eighth Street  
Las Vegas, Nevada 89101

WorkOrderNo 0408650

**COMP**

IKE LAWRENCE EPSTEIN, ESQ.

Nevada Bar No. 4594

ERIC D. HONE, ESQ.

Nevada Bar No. 8499

BECKLEY SINGLETON, CHARTERED

530 Las Vegas Blvd. South

Las Vegas, Nevada 89101

Telephone: (702) 385-3373

Facsimile: (702) 385-9447

Attorneys for Plaintiff MCC Special Purpose Corporation VIII

**FILED**

AUG 16 4 02 PM '04

*Shirley E. Langione*  
CLERK

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

MCC SPECIAL PURPOSE CORPORATION  
VIII, a Nevada corporation,

Plaintiff,

vs.

BRANDYWINE HEALTH SERVICES OF  
MISSISSIPPI, INC., aka Choctaw County Medical  
Center, a Mississippi corporation, JEFFREY A.  
MORSE, an individual, and DOES 1-10,

Defendants.

Case No.: **A490478**

Dept. No.: TV  
(Business Court Requested)

**COMPLAINT**

**ARBITRATION EXEMPT:  
Amount in Excess of \$40,000;  
Declaratory Relief Requested**

Plaintiff MCC Special Purpose Corporation VIII, alleges as follows:

**JURISDICTION AND VENUE**

1. Plaintiff, MCC Special Purpose Corporation VIII, ("Plaintiff") is, and at all times herein mentioned was, a corporation duly organized and existing under the laws of the State of Nevada with its principal offices located in Las Vegas, Nevada.

2. Medical Capital Corporation, (hereinafter referred to as "MedCap") is, and at all times herein mentioned was, a corporation duly organized and existing under the laws of the State of Nevada with its principal offices located in Las Vegas, Nevada.

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3. Plaintiff is informed and believes, and on that basis alleges, that Defendant Brandywine Health Services of Mississippi, aka Choctaw County Medical Center ("Brandywine Health") is, and at all times mentioned was, a corporation duly organized and existing under the laws of the State of Mississippi, with its principal place of business located in Ackerman, Mississippi.

4. Plaintiff is informed and believes, and on that basis alleges, that Defendant Jeffrey A. Morse is, and at all times herein mentioned was, an individual residing in the State of Mississippi and is an Officer, Director and Shareholder of Brandywine Health.

5. Plaintiff is ignorant of the true names and capacities of Defendants Does 1 through 10, inclusive, and therefore, sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when the same are ascertained. Plaintiff is informed and believes and on that basis alleges that each of the fictitiously named Defendants is responsible in some manner for the damages herein alleged.

6. This Court has jurisdiction as Plaintiff has suffered damages in an amount, which exceeds Ten Thousand Dollars (\$10,000.00).

7. Venue is proper in this district pursuant to the express terms of the Purchase Agreement between the parties which provides, in Section 8.9:

Provider hereby irrevocably submits itself to the exclusive jurisdiction of the State and Federal Courts sitting in the State of Nevada and agrees and consents that service of process may be made upon it in any legal proceeding relating to this Agreement, the purchase of accounts or any other relationship between provider and Buyer by any means allowed under Nevada or Federal law. Any legal proceeding arising out of or in any way related to this Agreement, the Purchase of Accounts or any other relationship between Provider and Buyer shall be brought and litigated exclusively in any one of the United States District Courts sitting in the State of Nevada to the extent it has subject matter jurisdiction, and otherwise in any court of the State of Nevada having jurisdiction. The parties hereto hereby waive and agree not to assert, by way of motion, as a defense or otherwise, that any such proceeding is brought in an inconvenient forum or that the venue thereof is improper.

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**FACTS COMMON TO ALL CLAIMS**

8. Plaintiff repeats and realleges its allegations contained in the paragraphs above and incorporates the same by reference as though fully set forth herein.

9. Plaintiff is informed and believes, and on that basis alleges, that in performing each of the acts herein alleged, each Defendant was the agent, employee and/or servant of each of the other Defendant and was acting within the scope and course of such relationship.

10. On or about August 10, 2004, Plaintiff and Brandywine Health entered into a written Purchase Agreement, a true and correct copy of which is attached hereto as Exhibit A and is incorporated herein. Under the terms of the Purchase Agreement, Brandywine Health agreed to sell to Plaintiff certain accrued accounts receivable which had yet to be collected.

11. Under the terms of the Purchase Agreement, MedCap was appointed the Administrator and was authorized to enforce the terms of the Agreement on behalf of Plaintiff.

12. To secure performance under the terms of the Purchase Agreement, a UCC-1 Financing Statement was filed with the Secretary of State of the State of Mississippi on August 10, 2004, bearing file number 20040148685K, securing all of Plaintiff's rights and interests in and to any medical accounts receivable, *inter alia*, then existing or thereafter arising.

13. On or about August 10, 2004, as a contemporaneous part of the Purchase Agreement, and as a material inducement to Plaintiff to enter into the Purchase Agreement, Defendant Jeffrey A. Morse ("Morse") executed and delivered to Plaintiff a Guaranty whereby he guaranteed payment of any sums due and owing by Brandywine Health on account of the Purchase Agreement. A true and correct copy of the Guaranty is found at page 20 of the Purchase Agreement, attached hereto as Exhibit A.

14. Pursuant to the terms of the written Purchase Agreement, Plaintiff paid Brandywine Health \$255,165.90 (the "advance rate amount") in return for certain accounts receivable Brandywine Health was to convey to Plaintiff. The subject accounts receivable had an aggregate face value of \$559,461.62, and a contractually agreed upon value of \$318,957.38 (the "aggregate adjusted value").

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1           15.     The Purchase Agreement provides that, should Defendants breach their obligations  
2 under the agreement, they shall be obligated to pay to Plaintiff the entire aggregate adjusted value of  
3 the accounts receivable, minus any collections already received by Plaintiff, or, should Plaintiff be  
4 unable to collect at least the aggregate adjusted value of the accounts receivable, Defendants shall  
5 pay to Plaintiff the deficiency between the amounts collected and the aggregate adjusted value.

6           16.     On August 12, 2004, almost immediately after receiving payment of the contractually  
7 agreed upon purchase price/advance rate amount of \$255,165.90, Defendants breached the Purchase  
8 Agreement by, among other things, sending a written letter to Plaintiff purporting to unilaterally  
9 terminate the agreement and expressly stating their intention to interfere with Plaintiff's contractual  
10 right to collect on the purchased accounts receivable.

11           17.     Because of the Defendants' immediate breach of the Purchase Agreement and  
12 Guaranty, Plaintiff has collected no monies from the accounts receivable nor any amount due from  
13 Defendants, leaving a balance due and owing of \$318,957.38, plus interest at the contractual rate.

14           18.     Section 8.14 of the Purchase Agreement states: "Provider agrees to reimburse Buyer  
15 upon demand for all attorney's fees, court costs and other expenses incurred by Buyer in enforcing  
16 this Agreement and protecting or enforcing its interest in the Accounts or the Assets, in collecting  
17 the Accounts or the assets, or in the representation of Buyer in connection with any bankruptcy case  
18 or insolvency proceeding involving Provider, the Assets, any Payor, or any Account."

19  
20                               **FIRST CAUSE OF ACTION**  
                              **(Breach of Contract Against All Defendants)**

21           19.     Plaintiff repeats and realleges its allegations contained in the paragraphs above and  
22 incorporates the same by reference as though fully set forth herein.

23           20.     Plaintiff and Brandywine Health are parties to the Purchase Agreement.

24           21.     Pursuant to the express terms of the Guaranty, Morse guaranteed the performance of  
25 Brandywine Health under the Purchase Agreement.

26           22.     Pursuant to the terms of the Purchase Agreement, Plaintiff paid the sum of  
27 \$255,165.90 to the Defendants for the accounts receivable Plaintiff purchased from Defendants  
28

1 which accounts receivable had an aggregate face value of \$559,461.62 and a contractually agreed  
2 upon or aggregated adjusted value of \$318,957.38.

3 23. Defendants promised and guaranteed that that Plaintiff would receive the aggregate  
4 adjusted value of the accounts receivable, i.e., \$318,957.38.

5 24. Plaintiff has performed all conditions, covenants and promises required by it to be  
6 performed in accordance with the terms and conditions of the Purchase Agreement.

7 25. Defendants breached the Purchase Agreement by, among other things, attempting to  
8 unilaterally terminate the agreement and expressly stating their intentions to interfere with Plaintiff's  
9 contractual right to collect on the purchased accounts receivable.

10 26. As a result of the Defendants' breach of the Purchase Agreement, Plaintiff has  
11 collected none of the balance due and owing from Defendants to Plaintiff, an amount equal to  
12 \$318,957.38, plus interest at the contractual rate.

13 27. Pursuant to Section 8.14 of the written Purchase Agreement, Defendants agreed to  
14 pay all attorneys' fees, court costs and other expenses incurred by Plaintiff in connection with  
15 enforcement of its rights under the Purchase Agreement.

16 28. As a direct, proximate and foreseeable result of Defendants' breaches, Plaintiff has  
17 been damaged in an amount to be determined at trial but which exceeds \$10,000.00.

18 29. Plaintiff has been required to retain the services of an attorney to prosecute this claim  
19 and is entitled to an award of attorneys' fees and costs.

20  
21 **SECOND CAUSE OF ACTION**  
**(Breach of Guaranty Against Jeffrey A. Morse)**

22 30. Plaintiff repeats and realleges its allegations contained in the paragraphs above and  
23 incorporates the same by reference as though fully set forth herein.

24 31. The Guaranty executed by Morse provided that:

25 The undersigned hereby personally, absolutely and unconditionally  
26 guarantee(s), jointly and severally, the payment and performance of  
27 Provider's representations, warranties and covenants under this Agreement  
28 and any Purchase Supplement, and agree(s) to pay Buyer upon demand all  
losses, damages and expenses of Buyer resulting from and/or incurred in  
connection with any breach by Provider thereof. The undersigned shall be  
primarily liable for such obligations and Buyer may invoke the benefits of  
this guaranty without pursuing any remedies against Provider, without the

necessity of joining all guarantors in any action hereon, and without proceeding against any collateral for such obligation.

32. Morse has breached the Guaranty by failing and refusing to pay the sums due, owing and unpaid by Brandywine Health to Plaintiff in the amount of \$318,957.38, plus interest at the contractual rate.

33. As a direct, proximate and foreseeable result of the Morse's breach, Plaintiff has been damaged in an amount to be determined at trial but which exceeds \$10,000.00.

34. Plaintiff has been required to retain the services of an attorney to prosecute this claim and is entitled to an award of attorneys' fees and costs.

### **THIRD CAUSE OF ACTION**

#### **(Breach of the Implied Covenant of Good Faith and Fair Dealing Against All Defendants)**

35. Plaintiff repeats and realleges its allegations contained in the paragraphs above and incorporates the same by reference as though fully set forth herein.

36. Plaintiff and Defendants are parties to contracts including the Purchase Agreement and the Guaranty.

37. A covenant of good faith and fair dealing was and is implied into the contractual relationships of the parties.

38. Defendants have breached the covenant of good faith and fair dealing by performing, or failing to perform, in a manner that was unfaithful to the purpose of the Purchase Agreement and the Guaranties.

39. Plaintiff's justified expectations were thus wrongfully denied.

40. As a direct, proximate and foreseeable result of Defendants' breaches of the covenant of good faith and fair dealing, Plaintiff has been damaged in an amount to be determined at trial but which exceeds \$10,000.00.

41. Plaintiff has been required to retain the services of an attorney to prosecute this claim and is entitled to an award of attorneys' fees and costs.

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**FOURTH CAUSE OF ACTION**  
**(Breach of Fiduciary Duty Against All Defendants)**

42. Plaintiff repeats and realleges its allegations contained in the paragraphs above and incorporates the same by reference as though fully set forth herein.

43. Defendants owed Plaintiff a fiduciary duty pursuant to their dealings, the Purchase Agreement and the Guaranties, to deliver to Plaintiff any amounts collected on the accounts receivable sold to Plaintiff and to assist Plaintiff in collecting on the accounts receivable.

44. Defendants have breached the fiduciary duty owed to Plaintiff by attempting to unilaterally terminate the agreement and expressly stating their intentions to interfere with Plaintiff's contractual right to collect on the purchased accounts receivable.

45. As a direct, proximate and foreseeable result of Defendants' breaches of their fiduciary duties, Plaintiff has been damaged in an amount to be determined at trial but which exceeds \$10,000.00.

46. Plaintiff has been required to retain the services of an attorney to prosecute this claim and is entitled to an award of attorneys' fees and costs.

**FIFTH CAUSE OF ACTION**  
**(Fraud Against All Defendants)**

47. Plaintiff repeats and realleges its allegations contained in the paragraphs above and incorporates the same by reference as though fully set forth herein.

48. Defendants represented to Plaintiff that, upon receipt of the purchase price for the accounts receivable, they would convey the accounts receivable to Plaintiff, would assist Plaintiff in collecting on those accounts receivable and would pay over to Plaintiff any monies they received in payment of the accounts receivable.

49. In truth and fact, Defendants did not intend to meet their obligations under the Purchase Agreement and the Guarantee. Defendants knew when they made these representations and promises to Plaintiff that they were false and intended to induce Plaintiff to pay to it the purchase price of \$255,165.90 without any intention of fulfilling their corresponding obligations.

50. Plaintiff, in reasonable and justifiable reliance upon Defendants' said promises and



1 representations, and believing them to be true, paid Defendants \$255,165.90 for the accounts  
2 receivable.

3 51. In doing each and all of the acts hereinabove alleged, Defendants acted willfully,  
4 maliciously, fraudulently and with the deliberate attempt to injure and damage Plaintiff.

5 52. As a direct, proximate and foreseeable result of said fraud and deceit, Plaintiff has  
6 been damaged in an amount to be determined at trial but which exceeds \$10,000.00.

7 53. Plaintiff has been required to retain the services of an attorney to prosecute this claim  
8 and is entitled to an award of attorneys' fees and costs.

9 **SIXTH CAUSE OF ACTION**  
10 **(Intentional Interference With Prospective Economic Advantage**  
**Against All Defendants)**

11 54. Plaintiff repeats and realleges its allegations contained in the paragraphs above and  
12 incorporates the same by reference as though fully set forth herein.

13 55. A prospective contractual relationship was created by Defendants' agreement to sell  
14 and convey to Plaintiff certain accounts receivable, transferring to Plaintiff its rights therein. By way  
15 of that conveyance and sale, a relationship was to be created between Plaintiff and those parties  
16 obligated to pay the amounts due and owing on the accounts receivable.

17 56. Defendants knew of the creation and existence of the relationship between Plaintiff  
18 and those parties obligated to pay amounts due and owing on the accounts receivable.

19 57. Defendants intended to harm Plaintiff by interfering with and preventing Plaintiff  
20 from obtaining the benefits of the conveyance and sale of the accounts receivable and by interfering  
21 and preventing Plaintiff from collecting on the accounts receivable. Defendants have done so by  
22 expressly advising the parties obligated to pay on the subject accounts receivable not to direct  
23 payment to Plaintiff for amounts due and owing on the subject accounts.

24 58. Defendants had no privilege, right or justification for interfering with and preventing  
25 Plaintiff from collecting on the subject accounts receivable.

26 59. As a direct, proximate and foreseeable result of Defendants' intentional interference  
27 with Plaintiff's rights in and to the subject accounts receivable, Plaintiff has been damaged in an  
28 amount to be determined at trial but which exceeds \$10,000.00.



1           60. Plaintiff has been required to retain the services of an attorney to prosecute this claim  
2 and is entitled to an award of attorneys' fees and costs.

3  
4                                   **SEVENTH CAUSE OF ACTION**  
                                  **(Conversion Against All Defendants)**

5           61. Plaintiff repeats and realleges its allegations contained in the paragraphs above and  
6 incorporates the same by reference as though fully set forth herein.

7           62. At all times herein mentioned, Plaintiff was and still is the lawful owner of the  
8 accounts receivable purchased pursuant to the Purchase Agreement, and was and still is entitled to  
9 possession of all monies received in payment on the accounts receivable.

10          63. Defendants have directed payments on the accounts receivable to themselves, thereby  
11 collecting on the accounts receivable owned by Plaintiff and failing and refusing to pay over the  
12 amount of the receivables to Plaintiff.

13          64. Plaintiff has demanded the immediate payment of the accounts receivable which  
14 Defendants have wrongfully collected and continue to collect.

15          65. Defendants have failed and refused, and continue to fail and refuse, to pay over the  
16 monies collected from Plaintiff's accounts receivable and to direct payment of the accounts to  
17 Plaintiff.

18          66. Defendants have wrongfully exerted an act of domain over Plaintiff's accounts  
19 receivable.

20          67. Defendants' acts are in contravention of Plaintiff's rights in the accounts receivable,  
21 for which there is no justification or excuse.

22          68. As a direct, proximate and foreseeable result of Defendants' acts of conversion,  
23 Plaintiff has been damaged in an amount to be determined at trial but which exceeds \$10,000.00.

24          69. Plaintiff has been required to retain the services of an attorney to prosecute this claim  
25 and is entitled to an award of attorneys' fees and costs.

26 ///

27 ///

28 ///

**EIGHTH CAUSE OF ACTION**  
**(Declaratory Judgment)**

70. Plaintiff repeats and realleges its allegations contained in the paragraphs above and incorporates the same by reference as though fully set forth herein.

71. A dispute has arisen and an actual controversy exists between the parties hereto in that Plaintiff claims that the Purchase Agreement and Guaranty required Defendants to convey to Plaintiff certain accounts receivable; to assist Plaintiff in collecting on those accounts receivable; to pay to Plaintiff the deficiency between the agreed upon aggregate adjusted value of the accounts and the amounts actually collected; and to pay the entire aggregate adjusted value of the accounts receivable, less collections made by Plaintiff, in the event of a breach by Defendants.

72. Plaintiff is informed and believes, and on that basis alleges, that Defendants claim that the Purchase Agreement and Guaranty do not bind them to the obligations set forth in the preceding paragraph.

73. A declaration of rights, responsibilities and obligations of Plaintiff and Defendants is essential to determine the respective rights and obligations of the parties hereto.

74. Plaintiff has no other adequate or speedy remedy at law.

75. Plaintiff has been required to retain the services of an attorney to prosecute this claim and is entitled to an award of attorneys' fees and costs.

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1 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
2 follows:

- 3 1. For actual and compensatory damages against Defendants in excess of \$10,000.00,  
4 together with interest, penalties and costs;
- 5 2. For a declaration of the Parties' rights and obligations under the Purchase Agreement  
6 and Guaranty;
- 7 3. For court costs and reasonable attorneys' fees;
- 8 4. For such other and further relief as the Court may deem just and proper.

9 DATED this 16<sup>TH</sup> day of August, 2004.

10 BECKLEY SINGLETON, CHARTERED

11  
12 By 

13 IKE LAWRENCE EPSTEIN, ESQ.

14 Nevada Bar No. 4594

15 ERIC D. HONE, ESQ.

16 Nevada Bar No. 8499

17 530 Las Vegas Blvd. South

18 Las Vegas, Nevada 89101

19 Telephone: (702) 385-3373

20 Facsimile: (702) 385-9447

21 Attorneys for Plaintiff MCC Special Purpose  
22 Corporation VIII  
23  
24  
25  
26  
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## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as 10<sup>th</sup> day of August, 2004 by and between MCC Special Purpose Corporation VIII, (the "Buyer"), a Nevada corporation its address being 3770 Howard Hughes Parkway, Suite 301, Las Vegas, NV 89109 Medical Capital Corporation (the "Administrator"), a Nevada Corporation its office address being 2100 South State College Blvd, Anaheim, CA 92806 and Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation, (the "Provider"), its Federal ID. number being 82-0543869 and its address being 148 West Cherry St., Ackerman, MS 39735 and its telecopy number being 662-285-2516.

## RECITALS

WHEREAS, the Provider is engaged in the business of providing medical services in Mississippi.

WHEREAS, Buyer desires to purchase from the Provider, and the Provider desires to sell to Buyer from time to time, the accounts receivable of the Provider described in Exhibit A attached hereto, and with respect to purchases subsequent to the Closing Date (as defined in Section 1.3 hereof) the accounts receivable described in Schedule I to the applicable Purchase Supplement, (being amounts due for each individual procedure, treatment, medical service or supply coded as a line item appearing on a billing form such as the HCFA 1500 or the UB 92) (collectively the "Accounts" and individually an "Account"), on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, those capitalized terms which are not defined in any other provision hereof shall have the meaning given them in Section 9 of this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

### 1. Agreement to Sell and Agreement to Purchase.

1.1 Assets to be Conveyed. On the terms and subject to the conditions set forth in this Agreement, effective upon the Closing (as hereinafter defined), the Provider hereby conveys, transfers, assigns, sells and delivers to Buyer and Buyer hereby acquires, accepts and purchases from the Provider, all of the following (collectively, the "Assets"):

- (a) the Accounts; and
- (b) all tangible evidence of each Account, reconciliations, reports and any and all other documentation of any kind relating to such Accounts in the possession of or under the control of the Provider (collectively, the "Account Records"). Provider will, prior to closing, transmit electronically to Buyer the Account billing, in the face amount of the bill ("Billing Forms") sent to each patient and third party payor in connection with each Account, in such computer form and format as requested by Buyer.

1.2 Further Assurances. From time to time on and after the Closing (as hereinafter defined), the Provider shall immediately execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery consents, assurances, powers of attorney and other instruments as may be requested by Buyer in order to vest in Buyer all right, title and interest of the Provider in and to the Assets and otherwise in order to carry out the purpose and intent of this Agreement.

**1.3 Closing.** Each closing for the purchase and sale of the Accounts and other Assets hereunder, including, without limitation, any subsequent purchases pursuant to Section 1.4 hereof (each a "Purchase" and collectively the "Purchases") shall take place at the offices of Medical Capital Corporation, being 2100 South State College Blvd, Anaheim, CA 92806, with an initial closing at 10:00 A.M. local time, on 8-10-04, or at such other time and place as the parties hereto shall mutually agree (each a "Closing" or a "Closing Date"). The Accounts to be initially sold and purchased hereunder are as identified in Exhibit A attached hereto, and the Accounts to be sold and purchased from time to time after the initial Closing Date shall be as identified in Schedule 1 to Purchase Supplements attached hereto. In addition, Provider shall deliver to Buyer the documents set forth in Section 7.2(d) of this Agreement with respect to such additional Accounts.

**1.4 Additional Purchase of Accounts.** Buyer intends to acquire additional Accounts from Provider after the initial Closing Date. Provider agrees to sell to Buyer Accounts for a period of one year after the initial Closing Date. Such sales of Accounts to Buyer shall be governed by the terms of this Agreement and the Purchase Price therefor shall be calculated and paid in the manner set forth in Section 2.1 of this Agreement. The Provider agrees to sell and the Buyer intends to purchase Accounts on a weekly basis.

**1.5 The Reserve Account.** The Administrator will establish a reserve account. This reserve account will be owned, maintained, managed, and under the control of the Administrator. During the collection process, the reserve account will be credited with the deferred purchase price of the Accounts. The Administrator may make withdrawals from the reserve account to offset any monies which the Provider owes to the Buyer, or may owe to the Buyer in the future, as a result of the Buyers' purchase of Accounts from the Provider.

(a) The Administrator will furnish the Provider regular accounting of the reserve account. Such accounting will be delivered to the provider no later than the 15th day of each month, for the preceding monthly period, beginning no later than 90 days following the initial purchase date.

(b) If the Provider is not in default of any provisions of the Purchase Agreement, the Administrator will pay the Provider as additional payment for the accounts, an amount equal to all funds in the reserve account exceeding 25 per cent of the outstanding balance of the adjusted rate amount of the Accounts. This payment will be made no later than the 15th day of each month, for the preceding monthly period, beginning no later than 90 days following the initial purchase date.

(c) At such time as all additional purchases have been completed, all accounts collected, and the Provider is not in default of any provision of the purchase agreement, any amounts remaining in the reserve account will be paid to the Provider.

(d) Any default of Section 5.5 B, or any other section(s) herein this Agreement will result in an immediate surrender of all funds in the reserve account and applied to the benefit of the Administrator.

## **2. Consideration to be Paid by Buyer.**

**2.1 Purchase Price for the Assets.** Subject to Section 2.2 below, the purchase price for each Purchase (the "Purchase Price") shall be calculated and paid as follows:

(a) On the Closing Date for each Purchase, a percentage (the "Advance Rate Amount") equal to of the Adjusted Value of each of the Accounts included in such Purchase as set forth in Exhibit A hereto for the initial Purchase and in Schedule 1 to the applicable Purchase Supplement for subsequent Purchases.



(b) In addition to the Advance Rate Amount payable as of the Closing Date for each Purchase, subject to Sections 2.1(c), (d) and (e) hereof, Buyer shall deposit a deferred purchase price in the reserve account (the "Deferred Purchase Price") with respect to each of the Accounts included in any related Purchase in an amount equal to a percentage of the Adjusted Value of such Account, as set forth in Exhibit A hereto for the initial Purchase and in Schedule 1 to the applicable Purchase Supplement for subsequent Purchases.

(c) The Deferred Purchase Price with respect to an Account shall be deposited in the reserve account by Buyer after allocations to the reserve account and on the earlier of (i) the date on which Buyer shall have received aggregate collections in respect of all Accounts included in any Purchase hereunder in excess of an amount equal to the aggregate Adjusted Value of such Accounts less the aggregate amount of the Deferred Purchase Price for such Accounts or (ii) each of the Accounts included in the related Purchase has been collected in full by Buyer or otherwise settled by Buyer with the related Payor in full conformity with Provider's covenants, representations and warranties set forth herein. Buyer shall remit to the reserve account on the 15th day of each month after the month in which the Deferred Purchase Price becomes payable (the "Payment Date") in payment of such Deferred Purchase Price, the portion of such excess amount, if any, collected during the calendar month preceding such Payment Date until the earlier of (i) the date such Deferred Purchase Price shall have been paid in full and (ii) the date all such related Accounts have been collected by Buyer in full or written-off Buyer's books as uncollectible. Notwithstanding the above, Buyer, may, at its option, pay the Deferred Purchase Price by transferring and assigning the Accounts with respect to which the Deferred Purchase Price is payable to the Provider, in which case the Provider shall bear all costs and risks of collection of such Accounts. Buyer shall automatically deduct from the Deferred Purchase Price otherwise payable with respect to the Accounts included in any Purchase, the Adjusted Value of any Account included in any Purchase on the date it becomes classified, by Buyer, as uncollectible and any other amounts payable by Provider to Buyer hereunder.

(d) Notwithstanding the provisions set forth in Sections 2.1(b) and 2.1(c) hereof, in the event Buyer determines that a breach of any covenant, representation or warranty of the Provider hereunder has occurred with respect to an Account (an "Ineligible Account") and the Provider fails to substitute such Ineligible Account with a "Substitute Account" (as defined in and pursuant to Section 2.2 hereof), or the Provider fails to pay the deficiency amounts payable to Buyer pursuant to Section 2.2 hereof, then the Buyer shall offset the amount of the Deferred Purchase Price otherwise payable on the Accounts to the Provider by the amount of the related shortfall in the collections of the Adjusted Value on such Ineligible Accounts, and by all other amounts payable to Buyer hereunder.

(e) Notwithstanding the provisions set forth in Sections 2.1(b) and 2.1(c) hereof, in the event the Buyer determines that the Provider has breached any of its representations, warranties or covenants set forth herein, until Provider has cured such breach to Buyer's satisfaction, Buyer shall have no obligation to apply to the reserve account the Deferred Purchase Price.

(f) In the event that Buyer determines Provider has breached any of its representations, warranties or covenants contained in this Agreement, the Provider shall, upon demand by Buyer, repurchase from Buyer all of the Accounts for a price equal to the Adjusted Face Value of such Accounts, less collections actually received by Buyer on such Accounts, plus all other amounts payable to Buyer hereunder.

(g) Buyer will send on or before the 15th day of each month a collection activity report, as prepared by its collection agent, with regard to the Accounts for the preceding month's collection activities which shall reflect the collection status of the Accounts, a status report on the amount of the accrued reserve account and any adjustments made thereto on account of Ineligible Accounts.

## **2.2 Repurchase Obligation; Substitution of Accounts; Security Interest; Purchase Price Adjustment.**

(a) If (i) any recapture or set-off by any person, entity or governmental payor against any Account occurs after the Closing Date, or (ii) Provider breaches any representation or warranty or covenant with respect to



any Account set forth in this Agreement or in any Exhibit hereto, or in any Purchase Supplement or any document delivered in connection herewith (A) the Provider shall give written notice of such dispute, denial, refusal, notice of set-off or recapture or other claim affecting the Account or Accounts or breach of such representation, warranty or covenant to the Buyer along with copies of any correspondence in connection therewith, immediately, but in no event later than three (3) days following the date Provider learns of the dispute, denial, refusal, notice of set-off or recapture or other claim affecting the Accounts or a breach of such representation or warranty or covenant and (B) such Account, together with the Account Records relating thereto (collectively, the "Excluded Assets") shall, immediately upon demand by Buyer, be repurchased by Provider at a repurchase price equal to the Gross Face Value of such Accounts less any amount actually collected by Buyer with respect to such Excluded Assets or, at Buyer's option, substituted with another Eligible Account (a "Substitute Account") as provided herein. If any Excluded Assets are required to be substituted pursuant to this Section 2.2, additional current (i.e., not older than 30 days from the Billing Date) accounts receivable (collectively, the "Substitute Accounts"), together with all Account Records relating to such additional accounts receivable (collectively, the "Substitute Assets"), shall be substituted promptly by the Provider for such Excluded Assets until the Gross Face Value and Adjusted Value of such Substitute Assets is at least equal to the Gross Face Value and Adjusted Value of the Excluded Assets; provided, however, that all Substitute Assets must be approved in writing by the Buyer prior to the substitution and acceptance of such Assets by the Buyer hereunder. Any proposed Substitute Assets not approved by the Buyer shall be retained by the Provider, and the Provider shall offer to the Buyer additional proposed Substitute Assets until the Gross Face Value and Adjusted Value of the Substitute Assets accepted by the Buyer is at least equal to the Gross Face Value and Adjusted Value of the Excluded Assets.

(b) Should the amount collected (within 120 days of the Billing Date) on any Account (including Substitute Assets) purchased by Buyer be less than the amount of its Adjusted Value, then (whether or not Provider has delivered Substitute Accounts for such delinquent Accounts), unless such nonpayment is due to the bankruptcy, insolvency or financial inability of the Payor to pay such Account as demonstrated by the Provider to the satisfaction of Buyer, Provider shall remit to Buyer the amount of such difference between the Adjusted Value of the Account and the amount actually collected on such Account by Buyer as the repurchase price of such Accounts. The amount of said repurchase price shall be paid within four (4) business days of Provider's receipt of notice from Purchaser notifying Provider of said deficiency. The amount of said repurchase price shall be paid by delivery of a certified or bank check or, at Buyer's option, by the delivery of the repurchase price in Substitute Assets approved by the Buyer. In addition, in the event that any Accounts are not paid in full within 120 days of their respective Billing Dates and the Provider fails to repurchase such Accounts, the Buyer shall deduct, from the Advance Rate Amount and the Deferred Purchase Price otherwise payable for all Accounts with respect to any Purchase, an amount equal to the Adjusted Value of such uncollected Account less the Deferred Purchase Price thereof.

(c) The Provider shall pay or reimburse Buyer, upon demand, for all costs and expenses paid or incurred by Buyer in connection with its review and approval of Substitute Assets pursuant to this Section 2.2.

(d) It is the express intent of the parties that the transfer of the Accounts by the Provider to Buyer hereunder and pursuant to any Purchase Supplement be treated, and the parties hereby agree to so treat such transfers, as a sale of such Accounts, and not as a secured financing, between the Provider and Buyer for tax, accounting and all other purposes. However, in the alternative, in the event that any court of competent jurisdiction over the matter should determine that any Purchase is deemed to be a financing and not a true sale notwithstanding the express intent of the parties hereto that it be deemed a true sale, the Provider shall be obligated to pay Buyer an amount equal to the Adjusted Value of each Account on the 120th day following the respective date of service (i.e. the date the services or product was rendered). of such Account and the Provider hereby expressly grants to the Buyer a first lien upon and perfected security interest in all of the Accounts and other Assets described in Exhibit A hereto and in Schedule 1 to each Purchase Supplement, both presently and hereafter acquired by purchase or as Substitute Accounts, including all proceeds therefrom, and all funds due to the Provider from any other source whatsoever, relating to such Accounts or Substitute Accounts to secure performance of the Provider's obligations pursuant to this Agreement, including without limitation Provider's obligation to provide Substitute Assets and pay Buyer cash in lieu of Substitute Assets as provided in the first paragraph of this Section 2.2. Provider shall execute

such financing statements and other documentation as Buyer may request from time to time in order to perfect and protect Buyer's security interest in the Accounts and other Assets.

(e) All Substitute Accounts and Substitute Assets approved by the Buyer in accordance with this Section 2.2 shall, without further action by the parties hereto, be deemed "Accounts" and "Assets", respectively and as such shall be subject to all of the terms and conditions of this Agreement including, without limitation, all Provider's representations, warranties and covenants and Buyer's security interest therein. Notwithstanding anything herein to the contrary, if, for any reason, the Adjusted Value of the Substitute Assets is not at least equal to the Adjusted Value of the Excluded Assets, the Purchase Price shall be subject to post-Closing downward adjustment to compensate for such discrepancy. The amount of such adjustment shall be paid by the Provider to the Buyer by delivery of a certified or bank check or other form of cash equivalent requested by the Buyer within five (5) business days following such request.

**2.3 Payment of Purchase Price.** On the Closing Date for each Purchase, Buyer shall pay to the Provider the Advance Rate Amount by wire transfer in immediately available funds into an account designated by Provider in writing or by certified check.

**2.4 Additional Security.** As additional security for the Provider's performance of its representations, warranties, covenants and agreements set forth in this Agreement, the Provider hereby grants to the Buyer a first lien upon and perfected security interest in all accounts receivable of the Provider (other than the Accounts) both presently existing and hereafter created, including all proceeds therefrom, and all funds due to the Provider from any other source whatsoever relating to such accounts. Provider shall execute such financing statements and other documentation as Buyer may request from time to time in order to perfect and protect Buyer's security interest in such accounts. Upon the breach by Provider of any of its representations, warranties or covenants hereunder as determined by Buyer, Provider hereby (i) authorizes Buyer to instruct the Payors to make payment on such accounts directly to the Buyer and (ii) consents to the appointment of a receiver to take control of and to collect and liquidate for the benefit of Buyer all collateral pledged hereunder.

**3. Liabilities Not Assumed by Buyer.** Provider covenants, represents and warrants that the Buyer shall not be deemed by anything contained in this Agreement to have assumed liabilities relating to, or arising out of, the Assets, including, without limitation, the following (hereinafter collectively referred to as "Retained Liabilities"):

(a) Any liability of the Provider to any person or entity, the existence of which constitutes a breach of any covenant, agreement, representation or warranty of the Provider contained in this Agreement;

(b) Any liability of the Provider for any federal, state, municipal, local or foreign taxes, assessments, additions to tax, interest, penalties, deficiencies, duties, fees and other government charges or impositions of each and every kind or description, whether measured by properties, assets, wages, payroll, purchases, value added, payments, sales, use, business, capital stock, surplus or income with respect to ownership of the Assets up to and including the related Closing Date with respect to such Assets;

(c) Any liability or obligation (contingent or otherwise) of the Provider to any person or entity arising out of any litigation, claim, arbitration or other proceeding;

(d) Any liabilities or obligations of any kind whatsoever relating to any action or inaction by any person or entity, including, without limitation, any of the Provider's officers, directors, shareholders, employees, agents, representatives or independent contractors (collectively, "Agents"), relating in any way to the services rendered by any of them in connection with the Accounts or the servicing of any of the Accounts in the case of such servicing up to and including the Closing Date;

(e) Any liability or obligation (contingent or otherwise) of the Provider arising out of defects in or mislabeling of, or damages to persons or property arising out of defects or mislabeling of, products (including, without limitation, prescription medications) manufactured, sold, or prescribed by the Provider in connection with any of the Accounts;

(f) Any liability or obligation of the Provider to compensate any person or entity, including, without limitation, any agent, licensor, supplier, distributor or customer of the Provider, in respect of any services rendered or products manufactured, sold or prescribed in connection with the Accounts; and

(g) Any recapture, set-off, or other claim made by any third party payor against the Accounts.

4. **Representations and Warranties of the Provider.** The Provider represents and warrants to Buyer as follows:

4.1 **Organization and Good Standing.** The Provider is a corporation or a professional association duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, with full power to carry on its business as it is now operated and to own the Assets and convey good and marketable title and ownership of the Assets to Buyer. The Provider is qualified to do business and is in good standing in each jurisdiction in which the nature of its business or the character of its properties makes such qualification necessary.

4.2 **Proper Authority.** The Provider has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all other Agreements and instruments to be executed by the Provider in connection herewith have been (or upon execution will have been) duly executed and delivered by the Provider, have been effectively authorized by all necessary action, corporate or otherwise, and constitute (or upon execution will constitute) legal, valid and binding obligations of the Provider in accordance with their respective terms.

4.3 **Ownership of Assets.** The Provider is the lawful owner of each of the Assets, and all Assets are free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind or nature whatsoever (collectively, "Liens"). The execution and delivery to Buyer of this Agreement and, if applicable, the instruments of transfer of ownership contemplated by this Agreement will vest good and marketable title to the Assets in Buyer free and clear of all Liens and shall constitute a true sale of the Accounts under applicable law (including for tax and accounting purposes) and not a secured financing. Without limiting the generality of the forgoing, none of the Assets is subject to any contract, agreement or understanding (other than this Agreement), whether oral or written, or any indenture or other instrument to which the Provider is a party or by which it is bound (collectively, "Contracts") which subjects the Assets to any Lien or conveyance of any interest therein.

4.4 **Agreement Not In Breach of Other Instruments.** The execution and delivery of this Agreement by the Provider and the consummation of the transactions contemplated hereby will not result in a breach of any of the terms and provisions of, or constitute a default under, or conflict with, any Contract, the Articles or Certificate of Incorporation or Bylaws of the Provider, any judgment, decree, order or award of any court, governmental body or arbitrator or any federal, state, municipal, local or foreign laws, statute, ordinance, rule or regulation (collectively, "Laws") applicable to the Provider.

4.5 **Litigation.** There are no claims, disputes, actions, proceedings or investigations of any nature pending or, to the best knowledge of the Provider, threatened, against or involving the Provider or any of its Agents that relate in any way to any of the Assets or to the services rendered in connection therewith (the "Services"). Further, there are no injunctions, writs, restraining orders or other orders of any nature against Provider that adversely affect Provider's performance of the agreements and transactions contemplated in this Agreement, and there are no proceedings or investigations pending or threatened which adversely affect the payment or enforceability of the Accounts.



**4.6 Regulatory Approvals.** All consents, approvals, authorizations and other requirements prescribed by any law, rule or regulation which must be obtained or satisfied by the Provider and which are necessary for the execution, delivery and performance by the Provider of this Agreement, the documents to be executed and delivered by the Provider in connection herewith and for the rendering of the Services by the Provider have been obtained and satisfied.

**4.7 Compliance With Law.** With respect to the Assets and the Services, neither the Provider nor any of its agents has violated, and on the date hereof does not violate, in any respect, any law, rule or regulation. Neither the Provider nor any of its agents has received any notice of any such violation.

(a) The Provider shall maintain compliance, in the context of this Purchase Agreement, with the laws governing the sale and assignment of Medicare and Medicaid claims under the Medicare program pursuant to 42 U.S.C. &1395 *et seq.*, and regulations adopted under the authority thereof and the Medicaid program adopted by any state pursuant to 42 U.S.C. &1396 *et seq.*, and regulations adopted under the authority thereof, and every intermediary, carrier and administrator of any such programs.

**4.8 Disclosure.** The information provided and to be provided by the Provider to the Buyer under or in connection with this Agreement, each Purchase Supplement and in any Exhibit or Schedule hereto and thereto, or in any other writing hereto does not and will not contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made not false or misleading. Copies of all documents heretofore or hereafter delivered or made available to Buyer pursuant hereto were or will be complete and accurate records of such documents.

**4.9 No Prior Collections on Accounts.** No monies have been collected to date in respect of any Account by or on behalf of the Provider or any other person or entity, or, if any monies have been collected with respect to the Accounts, such funds have been turned over to Buyer. The Provider, after due investigation, knows of no reason why each Account should not be collected in full within 120 days of its Billing Date in the ordinary course of business by or on behalf of Buyer or its assignee. No other person or entity participated in the rendering of such Services or is entitled to any payment whatsoever in respect of such Services. All Services were rendered in full in the ordinary course of business, in accordance with the prevailing standards of the practice of medicine in the County in which the Provider operates, and the amounts charged for such Services as set forth in the Accounts represent the standard amounts billed by the Provider for the same or similar services in the ordinary course of business at the date on which such Services were rendered. All Services were rendered and all paperwork in respect of the Accounts was completed in accordance with all applicable Laws, including, without limitation and to the extent applicable, all Laws governing the Medicare programs and all rules of the relevant insurance companies who are the respective Payors of the Accounts. Each Account is the legal, valid and binding obligation of the respective Payor enforceable in accordance with its terms and is not subject to any dispute, offset, counterclaim or encumbrance of any kind.

**4.10 Sale of Accounts Conveys Valid Enforceable Claims Against Payors.** Each and every step has been taken by Provider pursuant to the terms of this Agreement or otherwise to assign to Buyer, Provider's rights to collect and enforce payment of the Account payable by the Payor and the assignment thereof shall transfer fully enforceable rights to Buyer against each Payor of the respective Account to collect the full amount of each of the Accounts from such Payor. Each Account is in accordance with and does not contravene any laws, rules or regulations applicable thereto, or contract between the Provider and the Payor applicable thereto, and no party to an Account or related contract is in violation of any such law, rule or regulation.

**4.11 Solvency.** Provider is not insolvent and will not be rendered insolvent as a result of the sale and transfer of the Assets pursuant to this Agreement or as a result of the transaction contemplated by this Agreement. For purposes hereof, the Provider's tangible assets are in excess of the total amount of its liabilities; (i) including for

purposes of this definition all liabilities, whether or not reflected on a balance sheet prepared in accordance with generally accepted accounting principles, and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed; (ii) Provider is able to pay its debts and obligations in the ordinary course as they mature; and (iii) Provider has sufficient funding to carry on its business as presently conducted by it.

**4.12 Representations, Warranties and Covenants of Provider Relating to the Purchase of Accounts from Provider.** In addition to the other representations, warranties and covenants of Provider set forth herein, Provider does hereby represent, warrant, and covenant with regard to each of the Accounts identified in Exhibit A attached hereto and in Schedule 1 to any Purchase Supplement delivered pursuant to Section 1.4 hereof that, with regard to each of the Accounts identified therein:

- (a) the services stated in the Accounts were actually provided;
- (b) the health care fees charged are customary, reasonable and are payable at such rate under the terms of the related patient's health care insurance coverage with an approved Payor;
- (c) the private medical insurance coverage by the responsible Payor was effective at the time of treatment;
- (d) the Provider has pre-verified insurance coverage by the Payor prior to admittance of a patient;
- (e) the claim for payment has been submitted to the responsible Payor within the last 90 days and has been acknowledged by such Payor;
- (f) all supporting documentation necessary to verify a claim have been submitted to the Payor by the Provider;
- (g) that the contracted patient co-payment amounts on the Accounts and their related Adjusted Value are as stated in Exhibit A or Schedule 1 to the Purchase Supplement to this Agreement; and
- (h) the Provider acknowledges that in the event of insolvency of the Payor of any of the Accounts hereunder, that the Provider hereby covenants and agrees to repurchase such Accounts, up to a maximum of ten percent (10%) by Adjusted Value of the subject Accounts, pursuant to and in full compliance with Section 2.2 of this Purchase Agreement.
- (i) the accounts are free of fraud and are considered collectible from third parties, other than the patient or their guarantor.
- (j) the accounts contain accurate billing and are free of errors.

**4.13 Sale of Accounts to be Reflected on Provider's Books and Records.** Provider will reflect on all of its books, records, tax filings and financial statements, and in all its dealings with the Payors of such Accounts, that it has sold the Accounts and related Assets to Buyer and shall treat and characterize all Purchases as sales of the Accounts and related Assets for accounting and tax purposes. The Provider hereby affirms that it has valid business reasons for selling the Accounts to the Buyer as contemplated by this Agreement rather than obtaining a loan with the Accounts being utilized as collateral therefor.

**4.14 Receivables are Accounts.** Each of the Accounts complies with the definition of "Eligible Account" as set forth in Section 9.1 hereof.

**4.15 Provider's Tax Returns.** Provider has filed on a timely basis all federal, state and local tax returns required in the conduct of its operations.

**4.16 Provider's Pension and Profit Sharing Plans.** All Provider (and any of Provider's consolidated subsidiaries) pension or profit sharing plans have been fully funded in accordance with Provider's applicable obligations.

**4.17 Provider's Principal Place of Business.** Provider's principal place of business and chief executive office are located at the address set forth in the first paragraph of this Agreement, and have been located at such address for the past four months. Except as otherwise disclosed to Buyer in writing on or prior to the date of this Agreement, Provider conducts business only in the County set forth in the recitals to this Agreement.

**4.18 Identity of Provider.** The full and correct legal name of the Provider is as set forth in the first paragraph of this Agreement, Provider has not changed its name in the last six years, and Provider does not have any trade names, fictitious names, assumed names or "doing business as" names except as have previously been disclosed in writing to the Buyer.

**4.19 No Adverse Change.** No event has occurred which adversely affects Provider's operations, including its ability to perform the transactions contemplated by this Agreement.

**4.20 Financing Statements.** There are no financing statements now on file in any public office governing any property of any kind, real or personal, in which Provider is named in or has signed as the debtor, except the financing statement or statements filed or to be filed in respect of this Agreement or those statements now on file that have been disclosed in writing by Provider to Buyer. Provider will not execute any financing statement in favor of any other person or entity, excepting Buyer, for the term of this Agreement.

**4.21 No Set-Offs.** There are no set-offs, allowances, discounts, deductions, counterclaims, or disputes with respect to any Account, either at the time it is accepted by Buyer for purchase or any time prior to the date it is to be paid. "Dispute," as used in the last preceding sentence, shall mean any claim by Payor against Provider, of any kind whatsoever, valid or invalid, that is asserted by the Payor as a basis for refusing to pay an Account either in whole or in part.

**4.22 No Change of Address.** Provider shall not change its mailing address, chief executive office, principal place of business or place where such records are maintained without 30 days prior written notice to Buyer.

**4.23 No Other Pledges.** Provider will not transfer, pledge or give a security interest in any of the Accounts to anyone other than Buyer.

**5. Certain Understandings and Agreements of the Parties.**

**5.1 Access and Cooperation.** From and after the date hereof (i) Buyer and any other authorized agents and appointed representatives of Buyer including its Servicer shall have reasonable access during normal business hours to all Account records and any and all other documentation relating to the Accounts, including, without limitation, patient records and information, and (ii) the Provider shall promptly furnish or cause to be furnished to Buyer all information (including turning over originals or copies of such information) requested by Buyer or any of its agents relating to the Assets. Upon a breach by Provider of any of its representations, warranties or covenants hereunder, all costs, fees and expenses incurred by Buyer in conducting any such review or audit shall be paid by Provider to Buyer, upon demand. After the Closing Date for each Purchase the Provider shall continue to cooperate fully with Buyer and Buyer's agents in any and all matters related to any Assets, including, without limitation, matters relating to the collection of any Account. It is further understood and agreed that Buyer and its agents shall have the right at any time to communicate with and seek the assistance of Payors, patients and relatives or guardians of patients of the Provider for the purpose of facilitating the servicing and collection of the Accounts.



**5.2 Handling of Accounts.** From and after the date hereof the Assets shall be handled by or on behalf of the Provider in the ordinary course of the business, and no act shall be done or omitted to be done by or on behalf of the Provider, which act or omission could jeopardize collection of payment on any Account by Buyer; provided, however, that no Accounts shall re-billed by or on behalf of the Provider or any other person or entity without the prior written consent of Buyer and the Provider shall make all appropriate entries in its computer or other billing system for billing or re-billing of Accounts which require that all payments be forwarded directly from the Payors of such Accounts to Buyer's Lock-Box Account described in Section 5.5(b) hereof. Provider (or its agents) shall be responsible for billing, re-billing, and collecting all amounts with respect to the Accounts following the Closing Date for a Purchase related thereto and Buyer shall refer all inquiries concerning the Accounts from the Buyer of such Accounts to Provider.

**5.3 Future Encumbrances.** It is understood and agreed that the Provider shall not, at any time, for any reason or under any circumstances, cause or permit any of the Assets to become subject to any Liens other than the lien of Buyer or its assigns in the Accounts. It is further understood and agreed that, as of the Closing Date for each Purchase, the Provider shall have no right, title or interest in or to the Assets related thereto, and shall not, at any time, for any reason or under any circumstances, hold itself out to third parties as having any right, title or interest in or to such Assets. Without limiting the generality of the foregoing, the Provider shall not, at any time, for any reason or under any circumstances, bill any person or entity, including, without limitation, any governmental agency, in connection with the collection, in whole or in part, of any Account, except pursuant to the written request of the Buyer.

**5.4 Cooperation in Litigation.** Provider shall fully cooperate with Buyer in the defense or prosecution of any litigation or proceeding which may be instituted hereafter against Buyer or Buyer's assigns on account of enforcement of Buyer's ownership of the Assets and the enforcement of payment from the related Payor thereof, and Provider shall indemnify Buyer or their respective agents or assigns for any loss or expense including their reasonable attorneys fees incurred by such parties relating to or arising out of the Provider's billing, administration or handling of the Assets prior to or after the Closing Date related thereto.

**5.5 Power of Attorney and Pay-Over of Receivables.**

(a) The Provider hereby authorizes Buyer and its collection agent to open any and all mail or other correspondence in respect of any of the Assets addressed to the Provider or to any agent of the Provider (if delivered to Buyer if received on or after the Closing Date for the related Purchase thereof), and hereby grants to Buyer and its collection agent a power of attorney which is irrevocable and coupled with an interest to do any and all of the following:

(i) to endorse and cash any checks or instruments in respect of any of the Assets ("Funds") made payable or endorsed to the Provider or its order, whether received by Buyer or received by any other party and delivered over to Buyer pursuant to Section 5.5(b) below;

(ii) receive, open and dispose of any mail addressed to Provider and put Buyer's address on any statements mailed to Payors;

(iii) pay, settle, compromise, prosecute or defend any action, claim, conditional waiver and release, or proceeding relating to Accounts;

(iv) upon the occurrence of a default, notify in the name of Provider the U.S. Post Office to change the address for delivery of mail addressed to Provider to such address as Buyer may designate. Buyer shall turn over to Provider all such mail not relating to the Accounts;

(v) execute and file on behalf of Provider any financing statement deemed necessary or appropriate by Buyer to protect its interest in and to the Accounts or Assets, or under any provision of this Agreement; and

(vi) to do all things necessary and proper in order to carry out this Agreement.

(b) The Provider agrees that it will (i) hold in trust for the sole and exclusive benefit of Buyer, (ii) segregate from other funds of Provider, (iii) forward within one business day of receipt thereof to the lock box account of the Buyer maintained by it with City National Bank (the "Lock Box Account") and (iv) cause its agents to forward immediately to Buyer's Lock Box Account at the address stated herein, any Funds received by the Provider or its agents after the date hereof in payment or partial payment of any Accounts (including any Medicare payments with regard to Medicare Accounts, if any, which the Provider will continue to receive notwithstanding their sale and assignment to Buyer). The Provider further agrees that, at Buyer's or its collection agent's request, the Provider shall render to such party a full and complete accounting of all Funds received in payment or partial payment of any Accounts by or on behalf of the Provider or any other person or entity other than Buyer, of which the Provider, after due investigation, is aware. Unless otherwise notified in writing by Buyer, Buyer's Lock Box Account is:

**Brandywine Health Services of Mississippi, aka Choctaw County Medical Center  
P.O. Box 54297  
Los Angeles, CA 90051-0297**

With each remittance of Funds to the Lock Box Account, the Provider shall include a report identifying the related Account and the related Payor.

(c) Buyer and Provider each acknowledge that the Payor(s) of the Accounts may in the normal course of business prior to receiving official notification, by the Buyer's Servicer (Medical Tracking Services, Inc.), of Buyer's purchase of the Accounts, forward to the Provider payment or partial payment on the Accounts.

(d) Buyer and Provider also each acknowledge that the Payor(s) of the Accounts may inadvertently, even after receiving official notification of Buyer's purchase of the Accounts, forward to the Provider payment or partial payment on the Accounts. Provider agrees to provide Buyer with a daily accounting of all Funds received on all accounts receivable of Provider including the Accounts, during the period commencing the date of the execution of this Agreement and to forward all payments received to the buyers lock box within one day following receipt of such payments.

(e) Provider agrees that in connection with the purchase of the Accounts by Buyer, the Provider shall indicate in its computer files that the Accounts have been sold to the Buyer and will be identified by account number, patient name, Payor name and the unpaid balance of each Account as of such date.

(f) Provider shall cause in house to continue to bill and service all Accounts in accordance with procedures outlined in the Servicing Contract and as follows:

(i) Payors are initially billed by electronic submission;

(ii) Within 60 days, either the payment or EOB (Explanation of Benefits) status is received on the Accounts. Those accounts not paid, or where there is no EOB status report within 60 days, will be rebilled by in-house. If Provider/ billing party receives a status report on an account requesting additional information, Provider will provide such information immediately. Subsequently, if an Account is not paid or status for claim is not received within an additional thirty day period, the Account will be billed by in-house a final time;

(iii) During the billing and rebilling period, Provider will provide Buyer with a weekly status report on all Accounts outstanding; and

(iv) All bills shall indicate conspicuously on their face and in BOX 33 of HCFA 1500 forms that the Accounts represented thereby have been transferred to Buyer and should be paid directly to the Buyer's Lock Box Account.

**5.6 Confidentiality.** The Provider hereby covenants and agrees that it shall not disclose any information or materials communicated to or obtained by it with respect to any of the Accounts, whether or not that information is or has been directly or indirectly communicated or obtained, including, without limitation, the terms of this Agreement (including the exhibits and any schedules hereto) (the "Confidential Materials"), to any third party, unless specifically authorized in writing by Buyer to do so; provided, however, that the Provider may disclose certain Confidential Materials to its officers, directors and employees as is reasonably necessary for compliance with the terms of this Agreement. If Buyer gives the Provider written authorization to make any disclosures of Confidential Materials, the Provider shall do so only within the limits and to the extent of that authorization. Furthermore, the Provider shall take all actions necessary to prevent disclosure of any Confidential Materials to any third party. In the event that the Provider, or anyone whom the Provider supplies any information contained in such Confidential Materials under the terms of a subpoena, order, civil investigation demand or similar process issued by a court of competent jurisdiction or by a governmental body, the Provider agrees to (a) notify Buyer immediately of the existence, terms and circumstances surrounding such request, (b) consult with Buyer on the advisability of taking legally available steps to resist or narrow such request, and (c) if disclosure of such information is required, furnish only that portion of the Confidential Materials which, in the opinion of the disclosing party's counsel, such disclosing party is legally compelled to disclose and advise Buyer as far in advance of such disclosure as is possible so that Buyer may seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Materials. Without limiting the generality of the foregoing, the Provider shall not oppose actions by Buyer or Medical Capital Corporation to obtain an appropriate protective order or other reliable assurance that confidential treatment would be accorded such Confidential Materials.

**5.7 No Proceedings.** Provider hereby agrees that it will not institute against Buyer or join any other person or entity in instituting against Buyer, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding under any federal or state bankruptcy or similar law.

## **6. Indemnification and Claims.**

**6.1 Indemnification by the Provider.** The Provider shall forthwith on demand indemnify and hold harmless Buyer and its officers, directors, shareholders, assigns and agents (each an "Indemnified Party") from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, settlement costs and any legal, accounting and other expenses for enforcing Buyer's rights and remedies hereunder, or for investigating, prosecuting or defending any actions or threatened actions) awarded or incurred by any of them arising out of or relating to this Agreement or the transactions contemplated hereby or the use of proceeds therefrom, together with interest on cash disbursements in connection therewith at the rate of eighteen percent (18%) per annum from the date cash disbursements were made or incurred by any Indemnified Party until paid in full by the Provider, including without limitation relating to each and all of the following:

(a) Any breach or alleged of any representation or warranty made by the Provider in this Agreement or any Exhibit to this Agreement, in any Purchase Supplement or in any document delivered in connection herewith;

(b) Any breach or alleged breach of any covenant, agreement or obligation of the Provider contained in this Agreement, any Purchase Supplement, any Exhibit to this Agreement or document provided in connection herewith, or any other instrument contemplated by this Agreement;

(c) Any misrepresentation or alleged misrepresentation contained in any statement or certificate furnished by the Provider pursuant to this Agreement, or any Purchase Supplement or in connection with the transactions contemplated by this Agreement;

(d) Any Retained Liabilities or other claims against, or liabilities or obligations of, the Provider not specifically assumed by Buyer pursuant to this Agreement; and

(e) The failure to obtain the protections afforded by compliance with the notification requirements of the Bulk Sales Laws in force in the jurisdictions contemplated by this Agreement.

**6.2 Claims for Indemnification.** Whenever any claim shall arise for indemnification hereunder, the Buyer shall promptly notify Provider of the claim and, when known, the facts constituting the basis for such claim. In the event of any claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third party, the notice to the Provider shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The Buyer shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Provider (which shall not be unreasonably withheld) unless the Provider shall have failed to pay indemnification obligations as they accrue or in the event that suit shall have been instituted against it and the indemnifying party shall not have taken control of such suit after notification thereof as provided in Section 6.3 of this Agreement.

**6.3 Defense by Indemnifying Party.** In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement against the Buyer, the Provider at its sole cost and expense may, upon written notice to the Buyer, assume the defense of any such claim or legal proceeding if it acknowledges to the Buyer in writing its obligations to indemnify the Buyer or any other Indemnified Party with respect to all elements of such claim. The Buyer shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If the Provider does not assume the defense of any such claim or litigation resulting therefrom, (a) the Buyer or such Indemnified Party, as the case may be, may defend against such claim or litigation, in such manner as it may deem appropriate, including but not limited to, settling such claim or litigation, after giving notice of the same to the Provider, on such terms as the Buyer or such Indemnified Party, as the case may be, may deem appropriate, and (b) the Provider shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense. If the Buyer or such Indemnified Party defended such third party claim or the amount or nature of any such settlement, the Provider shall have the burden to prove by a preponderance of the evidence that the Buyer did not defend or settle such third party claim in a reasonably prudent manner.

**6.4 Manner of Indemnification.** All indemnification hereunder by the Provider shall be effected by payment of cash or delivery of a certified or official bank check in the amount of the indemnification liability and shall be payable upon demand by the Indemnified Party.

## **7. Conditions to Closing.**

**7.1 Conditions to Obligations of Each Party.** The obligation of each party hereto to consummate each Purchase contemplated hereby shall be subject to the fulfillment, at or prior to the Closing Date for such Purchase, of the following conditions:

(a) **No Action or Proceedings.** No claim, action, suit, investigation, or other proceeding shall be pending or threatened before any court or governmental agency which presents a substantial risk of the restraint or prohibition of the transactions contemplated by this Agreement or the obtaining of material damages or other relief in connection therewith.



(b) **Compliance with Law.** There shall have been obtained all permits, approvals, and consents of all governmental bodies or agencies which counsel for either party hereto may reasonably deem necessary or appropriate so that consummation of the transactions contemplated by this Agreement will be in compliance with applicable laws.

7.2 **Conditions to Obligations of Buyer.** The obligations of Buyer to consummate any Purchase contemplated hereby shall be subject to the fulfillment, at or prior to the Closing Date for such Purchase, of the following additional conditions:

(a) **Representations and Warranties True.** The information set forth in Exhibit A or, as applicable, any Purchase Supplement and all schedules and exhibits attached thereto is true and accurate in all material respects as it relates to the Accounts. The representations and warranties of the Provider contained in this Agreement, or in any other document of such party delivered pursuant hereto shall be true and correct in all material respects on the Closing Date for such Purchase, and on such Closing Date the Provider shall have delivered to Buyer a certificate to such effect signed by the President or any Vice President and the Secretary or any Assistant Secretary of the Provider.

(b) **Performance of the Provider.** Each of the obligations of the Provider to be performed by it on or before the Closing Date for any Purchase pursuant to the terms of this Agreement shall have been duly performed in all material respects on or before such Closing Date, and at the Closing related thereto, the Provider shall have delivered to Buyer a certificate to such effect signed by the President or any Vice President and the Secretary or any Assistant Secretary of the Provider.

(c) **Authority.** All actions required to be taken by, or on the part of, the Provider to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been duly and validly taken by the Board of Directors of the Provider.

(d) **Delivery of Documentation.** Buyer shall have received the following documentation:

(1) in the case of the initial Closing Date, copies, certified by the Secretary or any Assistant Secretary of the Provider, of resolutions of the Board of Directors of the Provider or the Executive Committee thereof and the resolutions of the shareholders of such party (if required) authorizing the execution, delivery and performance of this Agreement and all other Agreements, documents and instruments relating hereto and the consummation of the transactions contemplated hereby; in the form as attached hereto as "Exhibit B",

(2) in the case of the initial Closing Date, Form UCC-1 financing statement(s) executed by the Provider, evidencing the security interest in all accounts receivable of the Provider (other than the Accounts being purchased) as provided in Section 2.4 hereof, in form and substance satisfactory to Buyer and duly filed with the appropriate governmental authority;

(3) in the case of each Purchase, Form UCC-1 financing statement(s) executed by the Provider, evidencing the sale of the Accounts from the Provider to the Buyer as provided in Section 2.2 hereof, in form and substance satisfactory to counsel for Buyer and duly filed with the appropriate governmental authority;

(4) bill of sale and assignment in the form as attached hereto as "Exhibit C", and powers of attorney, in form and substance attached hereto as "Exhibit D" or reasonably satisfactory to counsel for Buyer, with respect to the Assets to be purchased on such Closing Date;

(5) such further instruments of sale, transfer, conveyance, assignment or delivery covering the Assets or any portion thereof as Buyer may require to assure the full and effective sale, transfer, conveyance, assignment or delivery of the Assets to Buyer;

(6) a receipt evidencing the Provider's receipt of the Purchase Price for such Purchase in the form attached hereto as "Exhibit E" defined in Section 2.1 hereof;

(7) evidence that each Payor of the Accounts has received written notice from the Provider to the effect that the Accounts have been transferred to Buyer and all payments on the Accounts are to be sent directly to Buyer's Lock-Box Account; and

(8) a Certificate of Custodian of Records for the Accounts, naming the Buyer or Buyer's Administrator as custodian of the medical records related to the Accounts in a form attached hereto as "Exhibit F";

(9) such other closing documents as Buyer may reasonably request.

(c) **No Adverse Changes.** Since the date of this Agreement and the Closing Date for such Purchase there shall not have occurred any damage, destruction or loss with respect to any of the related Assets, whether or not covered by insurance, nor shall there have occurred any other event or condition which has made or which reasonably may be expected to have a material and adverse effect on the value of such Assets.

## 8. Miscellaneous.

8.1 **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given (i) if delivered personally or (ii) three (3) days after mailed by certified or registered mail, postage prepaid, return receipt requested, or (iii) upon receipt if sent by prepaid telegram, telex or telecopy, in each case to the parties, their successors in interest or their assignees at the following addresses or telecopy numbers, or at such other addresses or telecopy numbers as the parties may designate by written notice in the manner aforesaid:

If to Buyer to: MCC Special Purpose Corporation VIII  
3770 Howard Hughes Parkway, Suite 301, Las Vegas, NV 89109  
Fax no: (775) 825-5313

and; Buyer's Administrator:  
Medical Capital Corporation  
2100 South State College Blvd, Anaheim, CA 92806  
Fax No.: (714) 935-3114

If to the Provider, to the address or telecopy number set forth in the first paragraph of this Agreement.

8.2 **Assignability and Parties in Interest.** The parties hereto acknowledge and agree that this Agreement, including all rights and obligations contained herein, may be sold, assigned or otherwise transferred, in whole or in part, by Buyer in its sole and absolute discretion without the consent of the Provider. This Agreement is not assignable by the Provider. This Agreement shall inure to the benefit of and be binding upon Buyer and the Provider, and their respective permitted successors and assigns. This Agreement shall not benefit or create any right or cause of action in any or on behalf of any person or entity other than the parties hereto and their respective permitted successors and assigns, assignable by the Provider. This Agreement shall not benefit or create any right or cause of action in any or on behalf of any person or entity other than the parties hereto and their respective permitted successors and assigns.

8.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same Agreement.

8.4 **Severability.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability,



without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

**8.5 Due Diligence Investigation.** All representations and warranties contained herein which are made to the best knowledge of a party shall require that such party make reasonable investigation and inquiry with respect thereto to ascertain the correctness and validity thereof. No investigation or inquiry made by or on behalf of Buyer shall in any way affect or lessen the representations, warranties and covenants made and entered into by the Provider hereunder.

**8.6 Origination Fee; Expenses of Transaction and Enforcement.** The Provider shall pay to Buyer, on each Closing Date, an origination fee (the "Origination Fee") specified in Exhibit A hereto and, if applicable, Schedule 1 to any Purchase Supplement. The Provider shall be responsible for paying all sales and transfer taxes, together with all other transfer or recordation fees and expenses including any legal fees and costs associated therewith, arising out of the transfer of the Assets to Buyer pursuant to the terms of this Agreement.

**8.7 Construction.** This Agreement shall, in all cases, be construed simply, according to its fair meaning, and not strictly for or against either party. Any section and paragraph headings contained in this Agreement are for convenience of the reference only and shall not affect the construction or interpretation of this Agreement.

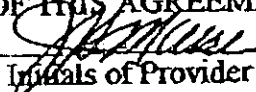
**8.8 Survival of Representations and Warranties.** All representations, warranties, covenants and indemnities made by the parties in this Agreement or in any instrument or document furnished in connection herewith shall survive the initial Closing and any subsequent Closing for the sale of Accounts to Buyer.

**8.9 Governing Law; Submission to Process.** PROVIDER HEREBY IRREVOCABLY SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN THE STATE OF NEVADA AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT, THE PURCHASE OF ACCOUNTS OR ANY OTHER RELATIONSHIP BETWEEN PROVIDER AND BUYER BY ANY MEANS ALLOWED UNDER NEVADA OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PURCHASE OF ACCOUNTS OR ANY OTHER RELATIONSHIP BETWEEN PROVIDER AND BUYER SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE UNITED STATES DISTRICT COURTS SITTING IN THE STATE OF NEVADA TO THE EXTENT IT HAS SUBJECT MATTER JURISDICTION, AND OTHERWISE IN ANY COURT OF THE STATE OF NEVADA HAVING JURISDICTION. NOTWITHSTANDING THE FOREGOING, BUYER RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO COMMENCE LEGAL ACTION AGAINST THE PROVIDER AND /OR GUARANTOR IN ANY OTHER JURISDICTION IN WHICH THE PROVIDER AND/OR GUARANTOR ARE DOING BUSINESS. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER."

  
Initials of Provider

**8.10 Waiver of Jury Trial, Punitive and Consequential Damages, etc.** EACH OF PROVIDER AND BUYER HEREBY (A) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HERewith; (B) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO,

ACTUAL DAMAGES; (c) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (d) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AMONG OTHER THINGS, BY THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 8.10. PROVIDER AUTHORIZES ANY ATTORNEY TO APPEAR FOR PROVIDER, IN ANY COURT OF RECORD, WITHOUT PRIOR NOTICE OR DEMAND FOR PAYMENT, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS, AND TO CONFESS JUDGMENT AGAINST PROVIDER IN FAVOR OF BUYER, OR ANY OTHER PARTY THEN ENTITLED TO ENFORCE THE TERMS OF THIS AGREEMENT FOR SUCH AMOUNT, INCLUDING PRINCIPAL, INTEREST, REASONABLE ATTORNEYS' FEES, AND COSTS, AS PROVIDER MAY BE LIABLE TO BUYER BY REASON OF THIS AGREEMENT.

  
Initials of Provider

**8.11 Complete Agreement.** THIS AGREEMENT, ANY PURCHASE SUPPLEMENT, THE EXHIBITS AND SCHEDULES HERETO AND THE DOCUMENTS DELIVERED OR TO BE DELIVERED PURSUANT TO THIS AGREEMENT SET FORTH THE ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES HERETO WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. NO MODIFICATION OR AMENDMENT OF OR SUPPLEMENT TO THIS AGREEMENT OR SUCH OTHER DOCUMENTS SHALL BE VALID OR EFFECTIVE UNLESS THE SAME IS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM IT IS SOUGHT TO BE ENFORCED.

**8.12 Equitable Relief.** In the event Provider commits any act or omission which (i) prevents or unreasonably interferes with: (a) Buyer's exercise of the rights and privileges arising under the power of attorney granted in Section 5.5 of this Agreement; or (b) Buyer's perfection of or levy upon the ownership or security interest granted in the Accounts, including any seizure of any Account, or (ii) constitutes a breach of any of its representations, warranties or covenants hereunder, such conduct will cause immediate, severe, incalculable and irreparable harm and injury, and shall constitute sufficient grounds to entitle Buyer to an injunction, writ of possession, or other applicable relief in equity, and to make such application for such relief in any court of competent jurisdiction, without any prior notice to Provider.

**8.13 Cumulative Rights.** All rights, remedies and powers granted to Buyer in this Agreement, or in any other instrument or agreement given by Provider to Buyer, are cumulative and may be exercised singularly or concurrently with such other rights as Buyer may have. These rights may be exercised from time to time as to all or any part of the Accounts purchased hereunder as Buyer in its discretion may determine. Buyer may not waive its rights and remedies unless the waiver is in writing and signed by Buyer. A waiver by Buyer of a right or remedy under this Agreement on one occasion is not a waiver of the right or remedy on any subsequent occasion.

**8.14 Attorney's Fees.** Provider agrees to reimburse Buyer upon demand for all attorney's fees, court costs and other expenses incurred by Buyer in enforcing this Agreement and protecting or enforcing its interest in the Accounts or the Assets, in collecting the Accounts or the Assets, or in the representation of Buyer in connection with any bankruptcy case or insolvency proceeding involving Provider, the Assets, any Payor, or any Account. At the time this Agreement is executed, Provider will reimburse Buyer for all of its attorneys fees and disbursements, Adjustments, and out-of-pocket expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

**8.15 Interest.** If any obligation of the Provider hereunder is not paid when due, such obligation shall bear interest at a per annum rate equal to 18 percent until the earlier of (i) payment in full of such obligation to Buyer or (ii) entry of a final judgment therefor, at which time the principal amount of any money judgment

remaining unsatisfied shall accrue interest at the highest rate allowed by applicable law. Provider and Buyer intend to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof such parties stipulate and agree that none of the terms and provisions contained in this Agreement shall ever be construed to provide for interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect. Neither Provider nor any present or future guarantors, endorsers, or other persons hereafter becoming liable for payment of any obligation hereunder shall ever be liable for unearned interest thereon or shall ever be required to pay interest thereon in excess of the maximum amount that may be lawfully charged under applicable law from time to time in effect and the provisions of this Section 8.15 shall control over all other.

9. **Definitions.** When used herein, the following terms shall have the meanings set forth below:

9.1 "Eligible Account" means:

- (a) the obligor of which is a United States resident.
- (b) that is a valid and binding obligation of the obligor thereof enforceable against such obligor in accordance with its terms and is not subject to any dispute, offset, counterclaim or defense whatsoever;
- (c) that is denominated and payable in U.S. dollars in the United States;
- (d) that constitutes an "account" as defined in the Uniform Commercial Code as in effect in the jurisdiction governing the perfection of Buyer's ownership interest, or in the alternative, security interest therein;
- (e) as to which Buyer's security interest therein will be perfected as a valid ownership interest free and clear of all adverse claims or, in the alternative, as a first priority security interest under the applicable law upon consummation of the Purchase thereof by Buyer;
- (f) the payment of which is a direct obligation of a Payor;
- (g) with regard to which each of the representations and warranties of Provider set forth in Section 4.12 hereof is true and correct; and
- (h) the claim for payment has been submitted to the responsible Payor within 90 days prior to the applicable Closing Date and has been acknowledged by such Payor and is due and payable within 120 days of its Billing Date.

9.2 "Adjusted Value" means the Gross Face Value of an Account minus contractual adjustments, if any, and minus the contracted amount of the Patient Co-Payment, if any, as certified by the Provider prior to its acquisition from the Provider.

9.3 "Billing Date" means the day on which Provider submitted a claim or bill to a Payor for payment and collection of an Account.

9.4 "Gross Face Value" means the total billing amount of each Account inclusive of the amount of the Patient Co-Payment and the amount payable by a Payor.

9.5 "Patient Co-Payment" means the amount payable by the patient for the services provided by Provider and not payable by a Payor with regard to each Account.

9.6 "Payor" means Medicare, Medicaid, Champus, any other division of a state or the federal government, an insurance company, Health Maintenance Organization, Accredited Hospital, Skilled Nursing Facility, or Fortune 500 company. All of the preceding entities must be acceptable to the buyer's financial criteria.




9.7 "Payment Period" means that period commencing on the 1st day of each month through the last day of that month.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Corporate Seal

Provider:  
Brandywine Health Services of Mississippi,  
Inc., aka Choctaw County Medical Center

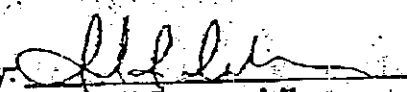
By:   
Jeffrey A. Morris  
President

Notary statement: This person appeared before this 2nd day of Aug., 2004 and signed this document as above in the county of Worcester, State of Massachusetts. My Notary Public stamp is affixed below.

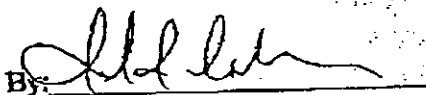
  
Notary Public Stamp & Authority

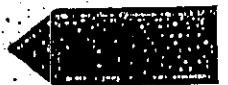
Commission Expires 8/1/08

Buyer:  
MCC Special Purpose Corporation VIII

By:   
Joseph J. Lampariello  
Chief Operating Officer

Buyer's Administrator:  
Medical Capital Corporation

By:   
Joseph J. Lampariello  
Special Agent



9.7 "Payment Period" means that period commencing on the 1st day of each month through the last day of that month.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Provider:  
Brandywine Health Services of Mississippi,  
Inc., aka Choctaw County Medical Center

Corporate Seal

By: Jeffrey A. Morse  
Jeffrey A. Morse  
President

Notary statement: This person appeared before this 2nd day of Aug., 2004 and signed this document as above in the county of Worcester, State of Massachusetts. My Notary Public stamp is affixed below.

[Signature]  
Notary Public Stamp & Authority

Commission Expires 8/1/08

Buyer:  
MCC Special Purpose Corporation VIII

Buyer's Administrator:  
Medical Capital Corporation

By: \_\_\_\_\_  
Joseph J. Lampariello  
Chief Operating Officer

By: \_\_\_\_\_  
Joseph J. Lampariello  
Special Agent

Aug 04 04 10:16a

Jeffrey A. Morse

410-208-9792

P. 3

9.7 "Payment Period" means that period commencing on the 1st day of each month through the last day of that month.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Provider:  
Brandywine Health Services of Mississippi,  
Inc., aka Choctaw County Medical Center

Corporate Seal

By: Jeffrey A. Morse  
Jeffrey A. Morse  
President

Notary statement: This person appeared before this \_\_\_\_\_ day of \_\_\_\_\_, 2004 and signed this document as above in the county of \_\_\_\_\_, State of \_\_\_\_\_. My Notary Public stamp is affixed below.

Notary Public Stamp & Authority

Buyer:  
MCC Special Purpose Corporation VIII

Buyer's Administrator:  
Medical Capital Corporation

By: \_\_\_\_\_  
Joseph J. Lamparicello  
Chief Operating Officer

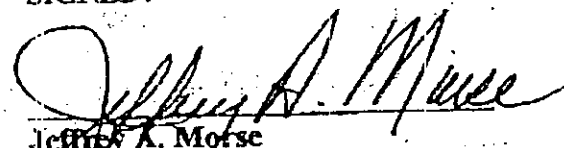
By: \_\_\_\_\_  
Joseph J. Lamparicello  
Special Agent



**GUARANTY**

The undersigned hereby personally, absolutely and unconditionally guarantee(s), jointly and severally, the payment and performance of Provider's representations, warranties and covenants under this Agreement and any Purchase Supplement, and agree(s) to pay to Buyer upon demand all losses, damages and expenses of Buyer resulting from and/or incurred in connection with any breach by Provider thereof. The undersigned shall be primarily liable for such obligations and Buyer may invoke the benefits of this guaranty without pursuing any remedies against Provider, without the necessity of joining all guarantors in any action hereon, and without proceeding against any collateral for such obligation.

SIGNED:

  
Jeffrey A. Morse

Aug 05 04 02:06p

Jeffrey A. Morse

410-238-9792

p.2

## EXHIBIT A

## INITIAL ACCOUNTS RECEIVABLE

See "Schedule 1" attached hereto and made a part hereof

Aggregate Gross Face Value.....	\$559,461.62	
Aggregate Adjusted Value.....	\$318,957.38	
Advance Rate Amount.....	\$255,165.90	80 %
Deferred Purchase Price.....	\$46,503.99	14.58 %
Discount to Buyer.....	\$17,287.49	5.42 %
Origination Fee.....	\$9,568.72	3 %

  
 Jeffrey A. Morse  
 President

**Exhibit A**  
**Schedule 1**  
**List of Accounts Receivable**

Exhibit B

SECRETARY'S CERTIFICATE

I, the undersigned, as Secretary of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi corporation, ("Corporation"), hereby certifies that:

(1) Attached hereto as Item 1 (one) is a true, correct and complete copy of the Articles of Incorporation of the Corporation as the same exist as of the date hereof; and

(2) Attached hereto as Item 2 (two) is a true, correct and complete copy of the By-Laws of the Corporation and all amendments thereto as the same exist as of the date hereof; and

(3) The named person(s) set forth in Item 3 (three) attached hereto are duly elected, qualified and acting Authorized Persons of the Corporation, holding the respective offices set forth opposite their names, and signatures set forth opposite their names are true, correct and authentic and genuine signatures of such person(s) on the date hereof; and

(4) Attached hereto as Item 4 (four) is a true, correct and complete copy of resolutions duly and validly adopted by the Board of Directors of the Corporation and such resolutions have not been amended, modified or revoked in any respect and are in full force and effect on the date hereof.

The described Corporation is used in this Certificate and Items attached hereto, as the Provider as described in the Purchase Agreement of which this Secretary's Certificate is an exhibit.

In witness whereof, the undersigned has executed this Secretary's Certificate as of this 21<sup>st</sup> day of August, 2004.

Janet B. Morse  
Print Name: JANET B. Morse

**Exhibit B, Item 1.**

**Articles of Incorporation**

87/87/2004 14:07

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BOURDEAUX AND JONES

PAGE 02/15

5/15

F0001 - Page 1 of 2

**OFFICE OF THE MISSISSIPPI SECRETARY OF STATE**  
**P.O. BOX 136, JACKSON, MS 39205-0136 (501) 359-1333**  
**Articles of Incorporation**

The undersigned, pursuant to Section 79-4-202 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

**1. Type of Corporation**

Profit



Nonprofit

**2. Name of the Corporation**

Brandywine Health Services of Mississippi, Inc.

**3. The future effective date is**  
(Complete if applicable)**4. FOR NONPROFITS ONLY:** The period of duration is

years or



perpetual

**5. FOR PROFITS ONLY:** The number (and classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes

# of Shares Authorized

If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:

1

10,000

(See Attached)

**6. Name and Street Address of the Registered Agent and Registered Office is**

Name

Tadd Parsons

Physical Address

324 East Cavers Avenue

P.O. Box

Post Office Drawer 6

City, State, ZIP5, ZIP4

Wiggins

MS

39577

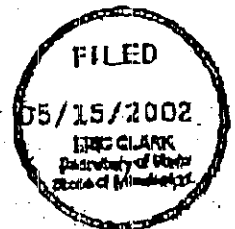
**7. The name and complete address of each incorporator are as follows**

Name

Danny J. Spreitzer

Street

416 Howard Street





07/07/2004 14:07 6016930226

BOURDEAUX AND JONES

PAGE 03/15

F0001 - Page 2 of 2

**OFFICE OF THE MISSISSIPPI SECRETARY OF STATE**  
**P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333**  
**Articles of Incorporation**

City, State, ZIP5, ZIP4

Wiggins

MS

39577

Name

Street

City, State, ZIP5, ZIP4

Name

Street

City, State, ZIP5, ZIP4

Name

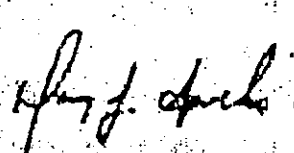
Street

City, State, ZIP5, ZIP4

8. Other Provisions

See Attached

9. Incorporators' Signatures (please keep writing within blocks)

**Exhibit B, Item 2.**

**By-Laws of the Corporation**

Exhibit B, Item 3.

Authorized Officers  
SAMPLES OF SIGNATURES

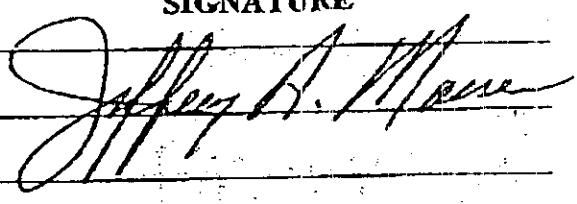
TITLE	NAME	SIGNATURE
President	Jeffrey A. Morse	
Vice-President		
Treasurer		
Secretary		

Exhibit B, Item 4.

RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF  
Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center

RESOLVED, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center (the "Provider") is authorized to execute, enter into, and deliver and perform according to the terms thereof the following documents (the "Transaction Documents"):

1. Purchase Agreement by and between MCC Special Purpose Corporation, VIII (the "Buyer") and Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center (as the "Provider" therein) evidencing the sale of certain accounts from the Provider to the Buyer.
2. The Bill of Sale to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(4) of the aforescribed Purchase Agreement.
3. The Assignment to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(4) of the aforescribed Purchase Agreement.
4. The Blanket Form UCC-1 financing statement to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(2) of the aforescribed Purchase Agreement.
5. The Form UCC-1 financing statement to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(3) of the aforescribed Purchase Agreement.

RESOLVED, that the President or any Senior Vice President or any Vice President or Secretary or any Assistant Secretary of the Provider and each of them be, and they each hereby are, authorized, for and on behalf of the Provider, to execute and deliver the above identified documents substantially in the form identified above, which are hereby approved, with such changes therein, additions thereto and deletions therefrom as the officer of the Provider executing such documents may approve, and the execution and delivery of such documents by such officer of the Provider shall constitute conclusive evidence of such officer's approval therefor.

RESOLVED, that the officers of the Provider be, and each hereby is authorized, for and on behalf of the Provider, to execute and deliver such other documents, agreements or instruments and to take such other action as they, or any of them, may deem necessary or advisable to carry out the purpose of the foregoing resolutions.

I, Janet B. Morse, Secretary of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, do hereby certify that:

- (1) The foregoing is a true and correct copy of resolutions adopted by the Board of Directors of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, on August 2, 2004.
- (2) The resolutions adopted by the Board of Directors have not been amended or rescinded and the same are, on the date of this Certificate, in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, on August 2, 2004.

By: Janet B. Morse  
Print Name: Janet B. Morse  
Its: Secretary

Corporate Seal

Aug 04 04 10:15a

Jeffrey A. Morse

410-208-9792

p.2

## Exhibit B, Item 4.

RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF

Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center

RESOLVED, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center (the "Provider") is authorized to execute, enter into, and deliver and perform according to the terms thereof the following documents (the "Transaction Documents"):

1. Purchase Agreement by and between MCC Special Purpose Corporation VIII (the "Buyer") and Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center (as the "Provider" therein) evidencing the sale of certain accounts from the Provider to the Buyer.

2. The Bill of Sale to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(4) of the aforescribed Purchase Agreement.

3. The Assignment to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(4) of the aforescribed Purchase Agreement.

4. The Blanket Form UCC-1 financing statement to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(2) of the aforescribed Purchase Agreement.

5. The Form UCC-1 financing statement to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(3) of the aforescribed Purchase Agreement.

RESOLVED, that the President or any Senior Vice President or any Vice President or Secretary or any Assistant Secretary of the Provider and each of them be, and they each hereby are, authorized, for and on behalf of the Provider, to execute and deliver the above identified documents substantially in the form identified above, which are hereby approved, with such changes therein, additions thereto and deletions therefrom as the officer of the Provider executing such documents may approve, and the execution and delivery of such documents by such officer of the Provider shall constitute conclusive evidence of such officer's approval therefor.

RESOLVED, that the officers of the Provider be, and each hereby is authorized, for and on behalf of the Provider, to execute and deliver such other documents, agreements or instruments and to take such other action as they, or any of them, may deem necessary or advisable to carry out the purpose of the foregoing resolutions.

I, Janet B. Morse Secretary of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, do hereby certify that:

(1) The foregoing is a true and correct copy of resolutions adopted by the Board of Directors of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, on August 3, 2004.

(2) The resolutions adopted by the Board of Directors have not been amended or rescinded and the same are, on the date of this Certificate, in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, on \_\_\_\_\_, 2004.

By: Janet B. Morse  
Print Name: Janet B. Morse  
Its: Secretary

Corporate Seal



## Exhibit C

## ASSIGNMENT OF RECEIVABLES

For value received, the undersigned, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation, ("Assignor"), hereby assigns, transfers, and conveys without recourse to MCC Special Purpose Corporation VIII ("Assignee") all of its right, title and interest, whether now held or hereafter obtained, in and to the medical accounts receivable described in Exhibit "A" of the Purchase Agreement dated the \_\_\_\_\_ of \_\_\_\_\_, 2004 and hereby incorporated by reference and any substitutions thereof pursuant to Section 2.2 of the Purchase Agreement (the "Receivables"), and Assignor hereby warrants and represents that:

1. Assignor is the sole owner of the Receivables listed in Exhibit "A, Schedule 1", attached thereto to the Purchase Agreement and is entitled to receive from such Receivable and has good right to sell, assign, transfer and set over the same and to grant to, and confer upon, Assignee the rights, interests, powers and authorities herein granted and conferred.
2. Assignor has not made any assignment other than this Assignment of the rights of Assignor with respect to said Receivables.
3. Borrower has neither performed and act or omitted to perform any act which might prevent the Assignee from, or limit Assignee in acting under any of the provisions of this Assignment.
4. All Receivables currently provide for all proceeds thereof to be paid directly to the Assignor.
5. To the best of the knowledge of Assignor, there exists no circumstances under which other persons or entities may have any claim against said Receivables.
6. This Assignment includes any and all tapes, claim forms, claim documentation, computer runs, servicing reports, printouts, and any and all medical records of any kind relating to the Receivables, including a guaranty of access by Assignor, with respect to the Receivables, to such additional medical records and information as may be necessary or appropriate to process and collect the Receivables.
7. This Assignment also includes any collateral collections accounts, trust accounts, and lock box accounts, and any funds contained therein, relating to the Receivables.
8. This Assignment includes any other document or instrument representing security for payment of the Receivables, or any guaranty of payment of performance relating to the Receivables, which documents or instruments were assigned or transferred to Assignor in connection with the Receivables.

The Assignor further covenants and represents that it has not taken any action, and to the best of its knowledge no event has occurred which would result in (a) the creation of any security interests, liens, encumbrances, or claims against any of the Receivables or any defect in Assignor's title to any of the Receivables, (b) the creation of any defense, counterclaim, or off set available to any party obligated on any of the Receivables, (c) any compromise, discount, waiver, or other agreement on the part of Assignor that would affect the amount, maturity, interest rate, or any other material term or condition of any of the Receivables, or (d) Assignor having any reason to believe that any party obligated on the Receivables is unable or unwilling to pay any portion thereof, as such amount becomes due.

This assignment is effective immediately upon faxed confirmation from MCC Special Purpose Corporation VIII bank that the funds said receivables has been received and credited to Assignor's account.

IN WITNESS WHEREOF, the Assignor has executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

BY:

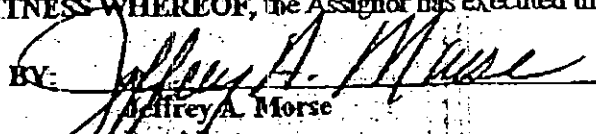
  
 Jeffrey A. Morse  
 President

Exhibit D

**BILL OF SALE**

STATE OF: **Mississippi**  
COUNTY OF: **Choctaw**

**KNOW ALL MEN BY THESE PRESENT:**

That for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation, hereinafter referred to as (Assignor) does hereby assign, grant, bargain, deliver, transfer, sell and convey unto MCC Special Purpose Corporation VIII, a Nevada Corporation (Assignee) all its rights, title and interest in and to those certain medical accounts receivable and claims identified in Exhibit "A", of the Purchase Agreement which is attached hereto and incorporated herein by this reference.

In connection with this assignment, Assignor warrants as follows:

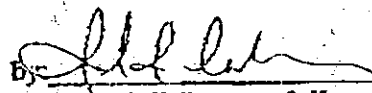
1. That it is the owner of such medical accounts receivable and claims and that such accounts and claims have not previously been sold, assigned, transferred, pledged, encumbered to or in favor of any other person or entity.

2. That none of the accounts receivable or claims listed on Exhibit "A" hereto are the subject to any asserted defense or right, and that Assignor does not know of any facts or circumstances which would give right to, or form the basis of, any defense of payment of offset.

3. The Health Care Service which forms the basis of the medical accounts receivable and claims, Exhibit "A", were actually rendered to a patient as set forth in the information furnished by Assignor to Assignee. With respect to the medical accounts receivable and claims, Exhibit "A", the amounts of each claim are recently due and payable by the Patients insurance carrier to Assignor.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Assignee  
MCC Special Purpose Corporation VIII

  
\_\_\_\_\_  
Joseph J. Lampariello  
Chief Operating Officer

Assignor  
Brandywine Health Services of Mississippi, Inc.,  
aka Choctaw County Medical Center

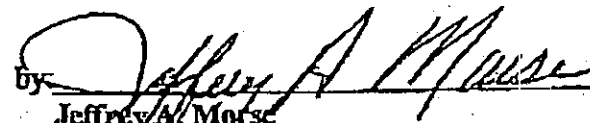
  
\_\_\_\_\_  
Jeffrey A. Morse  
President

Exhibit D

**BILL OF SALE**

STATE OF: Mississippi  
COUNTY OF: Choctaw

**KNOW ALL MEN BY THESE PRESENT:**

That for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation, hereinafter referred to as (Assignor) does hereby assign, grant, bargain, deliver, transfer, sell and convey unto MCC Special Purpose Corporation VIII, a Nevada Corporation (Assignee) all its rights, title and interest in and to those certain medical accounts receivable and claims identified in Exhibit "A", of the Purchase Agreement which is attached hereto and incorporated herein by this reference.

In connection with this assignment, Assignor warrants as follows:

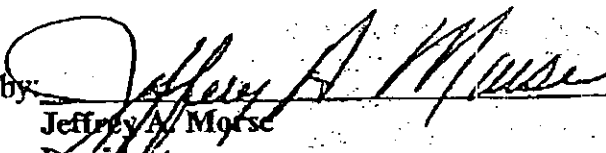
1. That it is the owner of such medical accounts receivable and claims and that such accounts and claims have not previously been sold, assigned, transferred, pledged, encumbered to or in favor of any other person or entity.
2. That none of the accounts receivable or claims listed on Exhibit "A" hereto are the subject to any asserted defense or right, and that Assignor does not know of any facts or circumstances which would give right to, or form the basis of, any defense of payment of offset.
3. The Health Care Service which forms the basis of the medical accounts receivable and claims, Exhibit "A", were actually rendered to a patient as set forth in the information furnished by Assignor to Assignee. With respect to the medical accounts receivable and claims, Exhibit "A", the amounts of each claim are recently due and payable by the Patients insurance carrier to Assignor.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Assignee  
MCC Special Purpose Corporation VIII

by: \_\_\_\_\_  
Joseph J. Lampariello  
Chief Operating Officer

Assignor  
Brandywine Health Services of Mississippi, Inc.,  
aka Choctaw County Medical Center

by:   
Jeffrey A. Morse  
President

**Exhibit E**  
**SPECIFIC POWER OF ATTORNEY**

*Know all men by these presents:* That Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center (Provider) hereby makes, constitutes and appoints Medical Capital Corporation, and its agent(s) as true and lawful attorney for me and in my name, place and stead and for my use and benefit in transaction of the following activities:

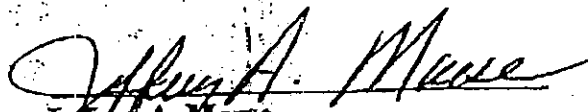
- (a) Accept delivery of, and inspect all mail and correspondence relating to and pursuant to the collection of all funds and payments due to me pursuant to our agreements;
- (b) To deposit all checks and payments made payable to me, for professional services rendered in the course of our agreement, into a trust account established for that purpose;
- (c) To take all steps necessary, including but not limited to, signing insurance claim forms on my behalf, in order to effectively submit and process all insurance claims accruing to me due to professional services rendered in the course of our agreement;

Provider grants to said attorney full power and authority to do and perform each and every act necessary or appropriate for the above purposes as fully as the undersigned might or could do if personally present, and the undersigned does hereby ratify all actions of said attorney which said attorney shall lawfully do or cause to be done by virtue of this *Specific Power of Attorney*.

My said attorney is empowered hereby to determine, in his sole discretion, the time when, the manner and purpose for which any power herein conferred upon him shall be exercised as well as the conditions, provisions, and covenants of any instruments or documents which may be executed by him pursuant thereto.

Executed this 2nd day of Aug, 2004.

Provider  
Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical  
Center

  
Jeffrey A. Morse  
Title: President

Notary statement: This person appeared before this 2nd day of Aug, 2004 and signed this document as above in the county of Worcester, State of Massachusetts. My Notary Public stamp is affixed below.

  
Witnessed

Commission Expires 8/1/08

**Exhibit F**  
**Instructions for Disbursement of Purchase Price**

MCC Special Purpose Corporation VIII is hereby instructed on \_\_\_\_\_, to deliver the sum of \$ \_\_\_\_\_ Dollars),  
in the form of wire transfer of funds to:

Brandywine Health Services of Mississippi, Inc.  
AKA Choctaw County Medical Center  
Actual Account Name

In the care of the following bank:

Bank Name: Union Planters Bank

Bank Branch Address: 111 MAIN ST  
Street Address

Ackerly MS 39135  
City State Zip Code

Bank Branch Phone Number: 662-285-6278

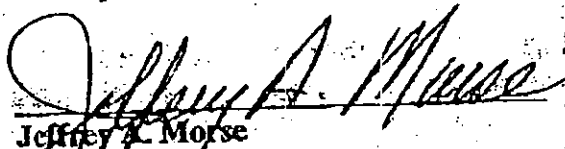
ABA: 084000084

Account Number: 9001034519

Name of Bank Officer to contact: Kenny Clark-VP

Telephone number of Bank Officer: 662-285-6278

Provider  
Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center

  
Jeffrey A. Morse  
President

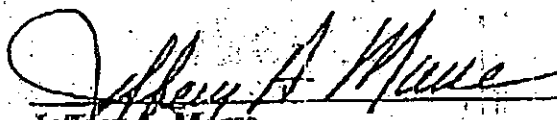


**Exhibit G**  
**DECLARATION OF CUSTODIAN OF RECORDS**

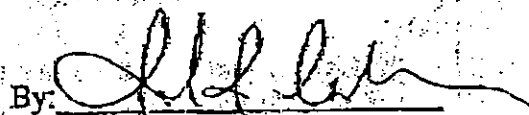
I, Jeffrey A. Morse, have appointed Medical Capital Corporation, and or its agents, as Custodian of Records, in regard to the medical and patient files as attached hereto relating to the Purchase Agreement by and between Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center and MCC Special Purpose Corporation VIII as identified in the Purchase Agreement.

Medical Capital Corporation and or its agent(s), shall keep in its possession, safeguard, maintain and present upon demand to authorized parties, individuals, physicians or other parties authorized by and upon written permission of the patient, or in the case of a minor, upon written permission of the minor's guardian, parent, or upon court order, each individual medical file, records, notes and other documentation relating to the files and accounts as described in the Purchase agreement as attached hereto.

Medical Capital Corporation, or its agent(s) shall safeguard said patient files and records in respect to each patient's confidentiality and regard to those applicable laws and professional codes.

  
Jeffrey A. Morse

Medical Capital Corporation

By:   
Joseph J. Lampariello  
Special Agent

WITNESSETH:

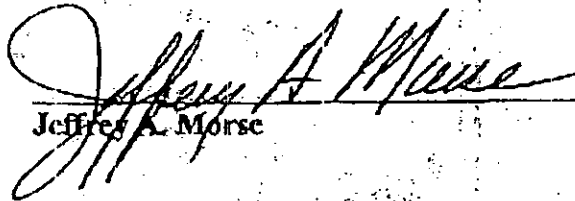
name: \_\_\_\_\_

**Exhibit G**  
**DECLARATION OF CUSTODIAN OF RECORDS**

I, Jeffrey A. Morse, have appointed Medical Capital Corporation, and or its agents, as Custodian of Records, in regard to the medical and patient files as attached hereto relating to the Purchase Agreement by and between Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center and MCC Special Purpose Corporation VIII as identified in the Purchase Agreement.

Medical Capital Corporation and or its agent(s), shall keep in its possession, safeguard, maintain and present upon demand to authorized parties, individuals, physicians or other parties authorized by and upon written permission of the patient, or in the case of a minor, upon written permission of the minor's guardian, parent, or upon court order, each individual medical file, records, notes and other documentation relating to the files and accounts as described in the Purchase agreement as attached hereto.

Medical Capital Corporation, or its agent(s) shall safeguard said patient files and records in respect to each patient's confidentiality and regard to those applicable laws and professional codes.

  
Jeffrey A. Morse

Medical Capital Corporation

By: \_\_\_\_\_  
Joseph J. Lampariello  
Special Agent

WITNESSETH:

name: \_\_\_\_\_



## **Medical Capital**

August 10, 2004

Brandywine Health Services of Mississippi dba  
Choctaw County Medical Center  
148 West Cherry Street  
Ackerman, MS 39735

Dear Mr. Morse,

**Effective immediately, all claims and invoices submitted for purchase must bear the address of the lock box as the "pay to" address.**

**At this time, in accordance with the Purchase Agreement, you are hereby notified that you must make the necessary changes in your billing system.**

**All invoices, statements and health insurance claim forms must reflect the following address for payment:**

**Brandywine Health Services of Mississippi dba  
Choctaw County Medical Center  
P.O. Box 54297  
Los Angeles, CA 90054**

Failure to do so may place you in default of the Purchase Agreement. Should you have any questions, please contact me immediately.

Sincerely,

Carmen Boatman  
Client Services Supervisor



## Medical Capital

August 10, 2004

Brandywine Health Services of Mississippi dba  
Choctaw County Medical Center  
148 West Cherry Street  
Ackerman, MS 39735

Dear Mr. Morse,

We have prepared a client manual regarding your account. We ask that you review the manual and contact our office if you have any questions. If you become aware of any outstanding issues regarding billing, claim / invoice submission or reimbursement, please notify us in writing on company letterhead immediately.

Upon receipt of this package we urge you to begin implementation of the following changes:

**Please note for the first 3 (three) weeks, please forward all Remittance Advice and Checks to our location until your Post Office Box has been opened.**

**Medical Capital Corporation  
2100 South State College Blvd.  
Anaheim, CA 92806**

**On a daily basis, forward all Remittance Advice and Checks received by your office pertaining to all accounts purchased to:**

**Brandywine Health Services of Mississippi dba  
Choctaw County Medical Center  
P.O. Box 54297  
Los Angeles, CA 90054**

**In addition, complete the "Compliance Verification Statement" form enclosed. This form must be completed, signed and sent via facsimile on a daily basis.**

Our office will be sending you a copy of the Wire Documents sent to the Trust and a copy of the Purchase Report after your funds have been released. If you have any questions regarding the status of you funding wire, contact: Nora Arvayo Funding Supervisor

You may contact Joy Dominguez, Client Receivables Manager or myself for all questions pertaining to your account, status and funding.

Sincerely,

Carmen Boatman  
Client Services Supervisor

# Brandywine Health Services of MS dba Choctaw County Medical Center

Date: \_\_\_\_\_

Fax to: 714-935-3114

Attn: Roxanna

## Compliance Verification Statement

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The following list of payments represents all payments (except patient co-pays, deductibles, patient responsible payment) that have come into the possession of **Brandywine Health Services of MS, dba Choctaw County Medical Center**, officers, agents, and assigns on the date as indicated herein below.

**The payment(s) will be forwarded today along with all EOB's "Explanation of Benefits" received to the lock box address.**

Payor	Amount of Payment	Date of Service	Date Received

I declare under penalty of perjury under the laws of **Mississippi** that the foregoing is true and correct on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by the undersigned.

\_\_\_\_\_  
Jeffrey A. Morse, President

Or; \_\_\_\_\_

# Brandywine Health Services of MS dba Choctaw County Medical Center

Date: \_\_\_\_\_

Fax to: 714-935-3114

Attn: Roxanna

## Compliance Verification Statement

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\_\_\_\_\_  
Jeffrey A. Morse, President

Or; \_\_\_\_\_

**Welcome**  
to  
**Medical Capital's Accounts Receivable Management Program**



**Prepared for:**

**Brandywine Health Services of Mississippi dba  
Choctaw County Medical Center**

You have been approved for the purchase of your medical accounts receivable (referred to as "claims" in this document) by a Medical Capital affiliate purchasing company.

This manual will help you through the claims purchasing process on an ongoing basis as well as help to familiarize you with Medical Capital.

You'll find this manual to be extremely helpful in understanding the procedures at Medical Capital as well as to help you understand what we can do for you.



**Joy Dominguez**  
Client Receivables Manager

**Medical Capital**

2100 South State College Blvd, Anaheim, California 92806  
(800) 824-3700 ♦ (714) 935-3100 ♦ Fax: (714) 935-3114  
E-mail: JoyD@medicalcapital.com



**Carmen Boatman**  
Client Services Supervisor

**Medical Capital**

2100 South State College Blvd, Anaheim, California 92806  
(800) 824-3700 ♦ (714) 935-3100 ♦ Fax: (714) 935-3114  
E-mail: CarmenB@medicalcapital.com



**Nora Arvayo**  
Funding Supervisor

**Medical Capital**

2100 South State College Blvd, Anaheim, California 92806  
(800) 824-3700 ♦ (714) 935-3100 ♦ Fax: (714) 935-3114  
E-mail: NoraA@medicalcapital.com



**Basic information about your Purchase Agreement  
with Medical Capital:**

Your determined ENR (Expected Net Receivable) is : **46%**

Your Advance Rate is: **80%** of the ENR

Your **Deferred Purchase Rate** (or Reserve) is: **14.58%** of the ENR.

Medical Capital's **Discount Rate** is: **5.42%** of the ENR.

Your purchases of claims will occur every **Tuesday**

Your assigned day to submit claims to MediTrak for purchase is every **Thursday**

Your assigned Funding Associate is: **Nora Arvayo**

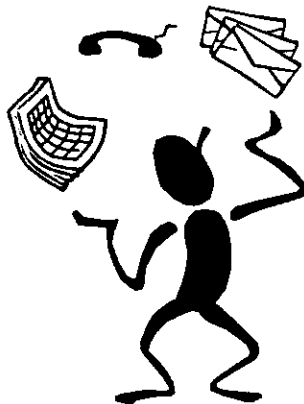


***PLEASE NOTE:***

***If there are any discrepancies with the above, please contact our office immediately.***

**800 824-3700**

## THE PROCESS



### 1. SUBMITTING CLAIMS

Your claims are to be submitted to Medical Tracking Services, Inc. (MediTrak) in Las Vegas, Nevada.

The claims you generated since the first batch are to be sent to MediTrak electronically using a previously approved method of delivery. The claims must be complete (*example: the HCFA-1500 claim form should have all 33 fields filled*). You are required to notify Medical Capital of any changes that might affect the format of the file being submitted. Changes, even minor ones can affect how the claims are imported into the system and can cause to delay your regularly scheduled funding.

**NOTE:** You should only submit new claims, not those submitted prior for funding, nor should you submit re-billings for co-insurance or supplemental insurance.

That's all you need to do for now, MediTrak will do the next step...

### 2. PROCESSING CLAIMS in the MediTrak *accounts tracking system*:

MediTrak will "unwrap" your claims into its Accounts Tracking System. It will compare all the claims submitted to those already purchased as well as edit the claims for missing or invalid fields.

MediTrak sends an *Appraisal Report* to Medical Capital's Funding Associate.

#### **Important Contact information:**

MediTrak	(800) 818-1102 Telephone
Medical Tracking Services, Inc.	(702) 735-3739 Facsimile
3770 Howard Hughes Parkway, Ste.#301	
Las Vegas, NV 89109	E-mail: <a href="mailto:medclaims@Meditrakservices.com">medclaims@Meditrakservices.com</a>
Manager : Juan Roncal	

The Funding Dept completes the next step...

### 3. CLAIMS ANALYSIS

The Funding Dept. examines the claims Appraisal Report and compares it with critical information such as payor ratings, payor concentration, as well as certain information as verified by the Accounts Control Department.

**NOTE:** The Accounts Control Department actively monitors your claims collection progress, monitors lock boxes, verifies random samples of your claims as well as closes aged batches of purchased claims. They report their findings to the Funding Dept daily.

Once analyzed, an edited version of the Appraisal Report is sent back to MediTrak, your claims are re-organized into a **Purchase Report**. The Purchase Report contains the final amounts of the funds to be advanced (Advance Amount) to you, as well as the Deferred Purchase Price (Reserve) and the Discount to Medical Capital.

### 4. FUNDING PROCESS

#### Bill of Sale

Your Funding Associate then creates a **Bill of Sale** for your batch of claims. The Bill of Sale is faxed to you for your signature. The signed Bill of Sale must be faxed back to the Funding Associate prior to wiring your funds.

If you would like to allow a staff member to sign the **Bill of Sale**, you must submit the authorization in writing.

**NOTE:** The Bill of Sale clearly states Gross Charges submitted and the ENR amount. In addition, the Bill of Sale has Advance Amount to be wired to you, the Deferred Purchase Price, and the Discount to Medical Capital. If there is any discrepancy, you must contact your Funding Associate immediately for any questions, clarifications or corrections.

#### Wire Orders

Your Funding Associate must obtain signatures from the Accounts Receivable Manager as well as a Medical Capital Officer for your wire. The wire order is sent to our Trustee for verification of documents, then the Trustee actually sends the wire funds.

**NOTE:** Medical Capital does not handle any actual funds. A Trustee handles all funds for the purchase of claims, as well as all funds in your assigned lock box.

#### Funding Department:

Medical Capital  
2100 S. State College Blvd  
Anaheim, CA 92806  
(800) 824-3700 telephone  
(714) 935-3114 facsimile

**Your Funding Associate is:**  
**Nora Arvayo, Funding Supervisor**  
**E-mail address:**  
Funding@medicalcapital.com

## COLLECTIONS



### THE LOCK BOX

You are assigned a specific lock box. The lock box is specific for your collections, no other funds are combined or mingled with yours. The lock box address specifically assigned to you is:

**P.O. Box 54297  
Los Angeles CA 90054**

### MediTrak

MediTrak posts all collections as reported from the lock box. All EOBs and Remittance Advices are forwarded to MediTrak for posting by the lock box department at the bank.

MediTrak will forward all check copies, EOBs and Remittance Advices to you within 24 hours of their receipt from the lock box.

**NOTE:** All payments in the lock box are automatically swept to our Trustee, MediTrak only receives copies of the checks.

### YOUR RESPONSIBILITIES

#### Billing Address:

All claims must bear the address of the lock box as the "pay to" address. There are no exceptions. For the HCFA-1500 form, box 33 is the "pay to" address.

**NOTE:** MediTrak automatically rejects Claims not bearing the lock box address for purchase.

#### Forwarding Payments:

Should you receive payments directly to your office or old billing address, you must forward that payment and any related EOB or remittance advice to your assigned lock box within 24 hours. There are NO exceptions to this rule.

**NOTE:** Should you not forward payments directly to your assigned lock box, it may affect future purchases or it could result in a default of your purchase agreement.

## **Compliance Reports:**

We require that the Compliance Verification Statements be completed and faxed to your Accounts Control representative daily. As we gain history on your accounts and office methods, we have the option to suspend the Compliance Statements in the future.

Your Accounts Control representative(s) is/are:

**Joy Dominguez, Client Receivables Manager**  
**Carmen Boatman, Client Services Supervisor**

## **OUR RESPONSIBILITIES**

### **Change of Address Notices**

We will send each and every insurance carrier a Change of Address Notice within one day of our first purchase of your claims. This will be followed up with additional notices on a quarterly basis.

### **Random Claims Sampling**

We verify your claims on a random sample basis (at least 5% of each batch of your claims). We contact the insurance carrier for you, in your name and verify the status of the claims. Your Accounts Control Representative will share findings of those samples with you.

### **Batch Tracking**

After a batch of purchased claims ages to 120 days, the batch is "closed" by your Accounts Control Representative. At that time, any reserve is accounted for.

### **Batch Close-out**

Once a batch is closed-out a number of goals must be met. The collections for the claims purchased 120 days ago must reach (collect to) the ENR. Any amounts collected above the Advance Amount for that batch of claims is applied as follows:

1. The Advance Amount is collected, then;
2. The Discount Amount is collected, then;
3. The Deferred Purchase Price (reserve) is collected.

**Shortfall of Collections:**

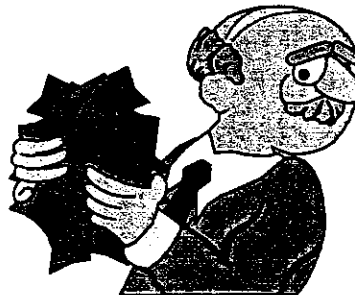
If the collections fall short of the ENR, you must make up the difference between the actual collections and the ENR. This can be accomplished by debiting the Reserve Account or withholding amounts from your next funding.

**Over Collections:**

Any amount over the ENR is applied to the Reserve Account. The same holds true for any payment that is not identified as part of a purchased batch of claims.

**Reserve Account:**

A Reserve Account will be established and funded by collection proceeds in excess of the advance amount plus discount fee of each batch of Receivables purchased. The Reserve Account will build to 25% of the Seller's outstanding ENR balance for all batches not fully collected. Other funds applied to the Reserve Account include (but are not limited to) payments for Receivables over 120 days, payments for Receivables rejected for purchase, not advanced against, and/or payments for Receivables that are not Eligible for purchase.



**We hope to have answered many of the questions you may have regarding working with Medical Capital. Should you have any more questions, please contact us.**

**800-824-3700**



**MCC SPECIAL PURPOSE CORPORATION VIII**

2100 South State College Blvd. ♦ Anaheim, CA 92806 ♦ (714) 935-3100 ♦ Fax (714) 935-3114

August 6, 2004

Wells Fargo Bank, National Association  
 Attn: Joe Nardi  
 MAC N9311-161  
 Sixth Street & Marquette Ave  
 Minneapolis, MN 55479

Via Facsimile (612) 667-3539

RE: Purchase of Receivables from **Brandywine Health Services of Mississippi, Inc.**

Dear Mr. Nardi:

The following is a list of Receivables that are being acquired from Brandywine Health Services of Mississippi, Inc. as more fully identified in the attached schedule and related purchase documents. We hereby authorize and request you to wire funds on August 9, 2004 per the following instructions:

<u>Face Amount of Receivables</u>	<u>Expected Net Receivable Amount</u>	<u>Advance Amount</u>	<u>Amount to be Wired at Closing</u>
\$ 559,461.62	\$ 318,957.38	\$ 255,165.90	\$ 255,165.90

## Wire Instructions:

Brandywine Health Services of Mississippi, Inc. \$ 245,597.18  
 Union Planters Bank (Ackerman, MS)  
 Account # 9001034519  
 ABA # 084000084

**Origination Fee:** \$ 9,568.72  
 Medical Capital Corporation  
 Bank of America (Carson City, NV)  
 Account# 669905853  
 ABA# 026009593

I trust that this will meet with your requirements.

Sincerely,



Joseph J. Lampariello  
 Chief Operating Officer  
 MCC Special Purpose Corporation VIII

Mo provision FOB  
 Nursing Home 251,000  
 Pro Fee 56,000  
 Swing Bed 77,000  
384,000

Mo Contractuals w/ MH.

Advance 26677

## RECEIVABLE ACQUISITION CERTIFICATE

This Receivable Acquisition Certificate is submitted pursuant to the provisions of Section 3.05(k) of the Note Issuance and Security Agreement, dated as of April 21, 2004, (the "Agreement"), between MCC Special Purpose Corporation VIII, a Nevada corporation (the "Debtor") and Wells Fargo Bank, National Association, as Custodian (the "Custodian"). All capitalized terms used in this Certificate and not otherwise defined herein shall have the same meanings given to such terms in the Agreement. In your capacity as Custodian, you are hereby authorized and requested to disburse to the Debtor the sum of \$ 255,165.90 for the acquisition of Eligible Receivables. With respect to the Eligible Receivables so to be acquired, the Debtor hereby certifies as follows:

1. The receivables to be acquired are Eligible Receivables, and the wiring instructions and related information are specified in Schedule A attached hereto (the "Acquired Eligible Receivables") and the information therein is true and correct.

2. If applicable, the requirements of Section 3.04 of the Agreement will be met upon the acquisition of the Acquired Eligible Receivables.

3. Each Acquired Eligible Receivable is an Eligible Receivable authorized so to be acquired by the Agreement.

4. You have been previously, or are herewith, provided with the following items:

(a) a copy of the Purchase Documents between the Debtor and the seller of the Acquired Eligible Receivables (the "Seller") with respect to the Acquired Eligible Receivables (original copy maintained on file with the Debtor on behalf of the Custodian); and

(b) instruments assigning the Acquired Eligible Receivables to the Custodian pursuant to the Note Agreement.

A complete list of documents previously provided or provided herewith that describes the documents in detail is attached hereto as Schedule B.

5. The Debtor is not, on the date hereof, in default under the Agreement or in the performance of any of its covenants and agreements made in the Purchase Documents relating to the Acquired Eligible Receivables, and, to the best knowledge of the Debtor, the Seller is not in default in the performance of any of its covenants and agreements made in the Purchase Documents applicable to the Acquired Eligible Receivables, and the Agreement and the covenants and agreements made in the Purchase Documents are enforceable in accordance with their terms, except as enforce ability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter effect affecting the enforcement of creditors' rights general and except as such enforce ability may be limited by general principles of equity (whether considered in a proceeding at law or in equity).

6. All of the conditions specified in the Purchase Agreement applicable to the Acquired Eligible Receivables and the Agreement for the acquisition of the Acquired Eligible Receivables and the disbursement hereby authorized and requested have been satisfied.

8. The proposed use of moneys in the Concentration Account as directed by the Debtor to acquire the Acquired Eligible Receivables is in compliance with the provisions of the Agreement.

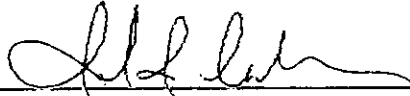
9. The Administrator has conducted such UCC searches as it has deemed prudent with respect to such Acquired Eligible Receivables, and such searches indicate that such Acquired Eligible Receivables are free and clear of all liens and security interests. The Debtor or the Administrator on your behalf is retaining such UCC searches.

10. The Debtor will use the funds disbursed pursuant to this Certificate solely in connection with the acquisition and pledge of the Acquired Eligible Receivables pursuant to the Agreement.

The undersigned is authorized to sign and deliver this Certificate on behalf of the Debtor.

WITNESS my hand this August 9, 2004.

MCC SPECIAL PURPOSE CORPORATION VIII



\_\_\_\_\_  
Joseph J. Lampariello  
Chief Operating Officer for  
Medical Capital Corporation, Administrator

**EXHIBIT A**

**ACCOUNTS RECEIVABLE**  
**Supplement to Schedule 1**

Aggregate Gross Face Value:	\$ 559,461.62	
Aggregate Adjusted Value:	\$ 318,957.38	
Advance Rate Amount:	\$ 255,165.90	80%
Deferred Purchase Price:	\$ 46,503.99	14.58%
Discount to MCC Special Purpose Corporation VIII:	\$ 17,287.49	5.42%
Origination Fee:	\$ 9,568.72	3%

**EXHIBIT B**

**List of Documents Provided to Custodian**  
**and attached hereto**

- 1. Initial Purchase Agreement (first & signature pages via facsimile)**
- 2. Initial Sale & Assignment by Seller**
- 3. Payor Summary pages via facsimile**

Aug-05-04 03:34P bl ess office

P.02

Aug 05 04 02:06p

Jeffrey A. Morse

410-208-9792

p.2

**EXHIBIT A**  
**INITIAL ACCOUNTS RECEIVABLE**

See "Schedule 1" attached hereto and made a part hereof

Aggregate Gross Face Value.....	\$559,461.62	
Aggregate Adjusted Value.....	\$318,957.38	
Advance Rate Amount.....	\$255,165.90	80 %
Deferred Purchase Price.....	\$46,503.99	14.58 %
Discount to Buyer.....	\$17,287.49	5.42 %
Origination Fee.....	\$9,568.72	3 %

  
Jeffrey A. Morse  
President

**Exhibit F**  
**Instructions for Disbursement of Purchase Price**

MCC Special Purpose Corporation VIII is hereby instructed on \_\_\_\_\_, to deliver the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars), in the form of wire transfer of funds to:

Brandywine Health Services of Mississippi, Inc.  
~~aka Choctaw County Medical Center~~  
 Actual Account Name

In the care of the following bank:

Bank Name: Union Planters Bank

Bank Branch Address: 111 MAIN ST  
 Street Address

ACKERMAN MS 39135  
 City State Zip Code

Bank Branch Phone Number: 662-285-6278

ABA: 084000084

Account Number: 9001034519

Name of Bank Officer to contact: Kenny Clark - VP Kay

Telephone number of Bank Officer: 662-285-6278

**Provider**

**Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center**

Jeffrey A. Morse  
 Jeffrey A. Morse  
 President



ate: 08/04/04 ACS Host System Time: 14:54  
ser Name: CH0817447 User Number: \*\*\*\*\*

File Number	Payor	Frmt	Type	Claims	Batches	Tot. Charges	Status	Msg
8040076.908	77032	WA3	837I	47	1	198598.62	Prod	001

essages

01 - WINASAP 2003 V 5.03 is now available. Please go to WWW.ACS-GCRO.COM

Total claims Billed to Medicaid : 47  
Total Charges Billed to Medicaid : \$198,598.62  
Total 3rd party payment expected  
\$20,413.49  
Total Medicaid payment expected  
\$178,185.13

Report ID: WINASAP-CL

## WINASAP2003

Date: 08/04/2004 Time: 01:59 pm

## Claim Status Listing

Page: 1

Payer: MISSISSIPPI MEDICAID

Claim Type(s) Chosen: Dental, Institutional, Professional

Claim Status: Billed

User	User	Patient ID #	Begin	Claim	Status	Patient	Patient
Batch	Chn #		DOS	Amount	Date	Account #	Name
0600	000000055	721183130	07/01/2004	\$4272.42	08/04/2004	1043	Smith, Louise
0600	000000024	721575144	07/01/2004	\$4272.42	08/04/2004	1031	Lucas, Lewis
500	000000010	721636500	07/01/2004	\$4272.42	08/04/2004	1032	Martin, Delois
600	000000011	721288838	07/01/2004	\$4272.42	08/04/2004	1033	Martin, Judy
0600	000000027	602251217	07/01/2004	\$4272.42	08/04/2004	1035	Miller, Arjanette
0600	000000150	600624547	07/01/2004	\$4272.42	08/04/2004	076	Nowell, Aaron
0600	000000031	111049734	07/01/2004	\$4272.42	08/04/2004	1039	Pope, Jackie
0600	000000033	720890453	07/01/2004	\$4272.42	08/04/2004	1040	Ray, Mattie
0600	000000034	600413341	07/01/2004	\$4272.42	08/04/2004	1041	Ray, Yonnie
0600	000000150	721349438	07/01/2004	\$4272.42	08/04/2004	1042	Ray, Howard
0600	000000021	601511304	07/01/2004	\$4272.42	08/04/2004	70	Shelton, Maggie
0600	000000023	721534812	07/01/2004	\$4272.42	08/04/2004	1029	Livingston, Bura
0800	000000001	721626423	07/01/2004	\$4272.42	08/04/2004	119	Starnes, Barbara
0600	000000035	601717816	07/01/2004	\$4272.42	08/04/2004	1044	Stevenson, Leon
0600	000000069	720234963	07/01/2004	\$4272.42	08/04/2004	1046	Taylor, Whitney
0600	000000030	602462382	07/01/2004	\$4272.42	08/04/2004	600	Vaughn, Clifford
0600	000000300	721514927	07/01/2004	\$4272.42	08/04/2004	1047	Vaughn, James
7600	000000070	721542246	07/01/2004	\$4272.42	08/04/2004	1048	Weed, Bobbie
6000	000000071	721212114	07/01/2004	\$4272.42	08/04/2004	1049	Wood, Edith
0600	000000630	602845419	07/01/2004	\$4272.42	08/04/2004	601	Woodward, Robert
0600	000000072	721396290	07/01/2004	\$4272.42	08/04/2004	1050	Worrell, Verna
0600	000000020	115150189	07/01/2004	\$4272.42	08/04/2004	1015	Evans, Keith
0600	000000200	600036645	07/01/2004	\$4272.42	08/04/2004	103	Patterson, Oma
0600	000000001	114524891	07/01/2004	\$2067.30	08/04/2004	250	Atterberry, W
0600	000000500	721399214	07/01/2004	\$4272.42	08/04/2004	1009	Earving, Malt
0600	000000001	602608271	07/01/2004	\$4272.42	08/04/2004	1001	Ballard, Mary
0600	000000002	108174927	07/01/2004	\$4272.42	08/04/2004	1002	Breland, Nellie
0600	000000100	100924293	07/01/2004	\$4272.42	08/04/2004	1003	Brooks, Betty
0600	000000002	602498158	07/01/2004	\$4272.42	08/04/2004	1003	Brown, Swancy
0600	000000003	100924420	07/01/2004	\$4272.42	08/04/2004	1004	Carter, Lillie

Report ID: WTNASAP-CL

Date: 08/04/2004

Time: 01:59 pm

# WTNASAP2003 Claim Status Listing

Page: 2

ayer: MISSISSIPPI MEDICAID

Claim Type(s) Chosen: Dental, Institutional, Professional

Claim Status: Billed

User	User	Patient ID #	Begin	Claim	Status	Patient	Patient
Id	Clin #		DOS	Amount	Date	Account #	Name
1600	000000003	721050726	07/01/2004	\$4272.42	08/04/2004	077	Coleman, Lizzie
1600	000000005	109424927	07/01/2004	\$4272.42	08/04/2004	1006	Cork, Mattie
00	000000006	721256537	07/01/2004	\$4272.42	08/04/2004	1007	Dean, Hester
00	000000001	301850492	07/01/2004	\$4272.42	08/04/2004	26	Dubose, Mary
1600	000000007	600940058	07/01/2004	\$4272.42	08/04/2004	1008	Durham, Beulah
1600	000000052	721807380	07/01/2004	\$4272.42	08/04/2004	1027	Kilpatrick, Rosa
1600	000000014	110509170	07/01/2004	\$4272.42	08/04/2004	1010	Edwards, Ercell
1600	000000015	721263770	07/01/2004	\$4272.42	08/04/2004	1011	Edwards, Willie
1600	000000012	720014866	07/01/2004	\$4272.42	08/04/2004	1014	Emerson, Teresa
1600	000000021	720395177	07/01/2004	\$4272.42	08/04/2004	1016	Everett, Maggie
1600	000000001	600608479	07/01/2004	\$4272.42	08/04/2004	1017	Fulgham, Cora
1600	000000023	721572790	07/01/2004	\$4272.42	08/04/2004	1019	Fulgham, Lawrence
1600	000000060	600617451	07/01/2004	\$4272.42	08/04/2004	1020	Fulgham, Noah
1600	000000610	721776050	07/01/2004	\$4272.42	08/04/2004	602	Fuller, Oma
1600	000000009	721659100	07/01/2004	\$4272.42	08/04/2004	1022	Guess, Margaret
1600	000000025	602079430	07/01/2004	\$4272.42	08/04/2004	1023	Guinn, Ruby
1600	000000001	600025775	07/01/2004	\$4272.42	08/04/2004	201	Junkin, Nancy

\*\*\* End of Report \*\*\*

08/05/04 08:10:36 am  
REPORT P180

MEDICAL TRACKING SERVICES, INC.  
CLAIMS APPRAISAL REPORT  
AS OF 08/05/04

PAGE 23  
V 3.5NX 12/93

PAYOR SUMMARY FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

Payor ID	Payor Name	# of Claims	Gross Claim Amount	ENR	Advance
88330	SOUTHWIRE COMPANY	1	65.00	0.00	0.00
88340	TAYLOR MACHINE WORKS	1	285.00	131.10	104.88
88350	UNION NATIONAL	1	416.00	0.00	0.00
88360	MEADOWBROOK INS GROUP	1	893.10	410.83	328.66
88370	HARTFORD INS CO	1	447.50	205.85	164.68
88380	MICS CLAIMS	2	494.00	0.00	0.00
88390	INSUREX BENEFITS ADM INC	1	150.00	69.00	55.20
93500	BLUE CROSS OF ILLINOIS	30	5685.80	1948.93	1559.14
94520	CORESOURCE	1	280.00	0.00	0.00
TOTALS:		1006	559461.62	318957.38	255165.90

08/05/04 08:10:36 am  
REPORT P180

MEDICAL TRACKING SERVICES, INC.  
CLAIMS APPRAISAL REPORT  
AS OF 08/05/04

PAGE 22  
V 3.5NX 12/93

PAYOR SUMMARY FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

Payor ID	Payor Name	# of Claims	Gross Claim		
			Amount	ENR	Advance
1010	ACORDIA NATIONAL	2	625.00	287.50	230.00
1030	AETNA	1	442.00	203.32	162.66
1570	CIGNA HEALTHCARE	1	543.47	250.00	200.00
2740	MEDICAID	273	53711.55	21052.39	16841.91
2770	MEDICARE	353	213230.93	92164.19	73731.35
3380	PHYSICIAN MUTUAL	1	190.00	87.40	69.92
3520	PRIVATE HEALTH CARE SYSTEM	1	439.00	201.94	161.55
3930	TRICARE	12	4206.00	1603.56	1282.85
3990	UNITED AMERICAN INSURANCE CO.	1	1289.60	593.22	474.58
4320	GOLDEN RULE	1	150.00	69.00	55.20
5210	BLUE CROSS OF CALIFORNIA	5	2022.00	916.32	733.06
8840	GEHA	1	1074.00	494.04	395.23
16910	HEALTH COMP INS	7	884.00	310.04	248.03
40360	BENEFIT PLANNER INC.	2	1458.50	197.80	158.24
41630	AMERICAN FIDELITY	1	480.00	220.80	176.64
46360	BLUE CROSS OF KANSAS	2	3161.90	1367.07	1093.66
48450	WAUSAU BENEFITS	1	265.00	121.90	97.52
48850	UNITED HEALTHCARE	6	1111.00	474.26	379.41
54390	TOTAL BENEFIT SERVICES	3	817.00	375.82	300.66
55410	TRUSTMARK INSURANCE	1	379.30	174.48	139.58
62720	GREAT WEST HEALTHCARE	1	349.00	160.54	128.43
63800	NPPN	5	457.00	118.22	94.58
68540	ANTHEM BLUE CROSS	1	284.00	130.64	104.51
70290	AMERICAN LIFECARE	3	692.00	318.32	254.66
72800	CONNECTICUT GENERAL LIFE	1	493.50	227.01	181.61
79990	MEDICAID-SNF	47	198598.62	168808.97	135047.18
81470	GREAT WEST CARE HEALTH PLAN	1	90.00	41.40	33.12
83820	BENESCRIP	1	569.50	261.97	209.58
84600	COLONIAL	1	652.15	299.99	239.99
85600	HARRINGTON BENEFIT SERVICE	10	1180.50	375.13	300.10
88110	ACCLAIN	1	192.70	88.64	70.91
88120	LIFE OF AMERICA	1	214.00	98.44	78.75
88130	MISSISSIPPI HEALTH PARTNE	1	441.50	203.09	162.47
88150	BLUE CROSS 230	157	46794.35	18783.36	15026.69
88160	BLUE CROSS OF NEW YORK	3	924.00	395.14	316.11
88170	BLUE CROSS OF N. DAKO	11	1480.00	588.80	471.04
88180	BLUE CROSS OF TENN	6	1102.00	474.72	379.78
88190	CAREMARK, INC	1	40.00	0.00	0.00
88200	FLEXSTEEL INDS	2	80.00	0.00	0.00
88210	FOX EVERETT INC	2	100.00	0.00	0.00
88220	MS BAND OF CHOCTAW INDIAN	4	798.00	80.50	64.40
88230	PROFESSIONAL BENEFIT ADM	3	220.00	50.60	40.48
88240	STATE OF MS	14	4556.00	1943.96	1555.17
88250	HILL BROTHERS CONSTRUCTION	1	50.00	0.00	0.00
88260	MS PUBLIC ENTITY EMPLOYEE	2	100.00	0.00	0.00
88280	BLUE CROSS 230 CHIPS	8	2161.15	820.48	656.38
88290	GARAN/UNITED OF OMAHA	1	338.00	155.48	124.38
88300	HEARTLAND HEALTH PLAN	1	470.00	216.20	172.96
88310	STARBRIDGE	1	287.00	132.02	105.62
88320	ST PAUL MERCURY INSURANCE	1	550.00	253.00	202.40

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1528412	27600	2770	S BAGWELL	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528545
1528415	27600	2770	O BABER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528420
1528416	27600	2770	O BABER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528419
1528418	27600	2770	O BABER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528417
1528419	27600	2770	O BABER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528416
1528420	27600	2770	O BABER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528415
1528421	27600	2770	O BABER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528414
1528424	27600	2770	M BATES	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528422
1528425	27600	2770	M BATES	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528423
1528427	27600	2770	M BATES	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528426
1528428	27600	2770	B BLACK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528431
1528429	27600	2770	B BLACK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528430
1528430	27600	2770	B BLACK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528429
1528431	27600	2770	B BLACK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528428
1528432	27600	2770	C BIXLER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528434
1528434	27600	2770	C BIXLER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528432
1528435	27600	2770	C BIXLER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528433
1528436	27600	2770	B BISHOP	DATE OF SERVICE TOO OLD
1528437	27600	2770	B BISHOP	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528438	27600	2770	B BISHOP	DATE OF SERVICE TOO OLD
1528439	27600	2770	B BISHOP	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528440	27600	2770	M BENNETT	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528548
1528442	27600	2770	G BLACK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528549
1528443	27600	2770	C BLAINE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528508
1528444	27600	2770	W BLACKWOOD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528551
1528448	27600	2770	B BLACKBOURN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528447
1528449	27600	2770	B BLACKBOURN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528446
1528450	27600	2770		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &



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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1528451	27600	2770	T BOWIE	IMPORTED ON 07/30/04 AS CLAIM # 1528510
			G BOWIE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528453
1528452	27600	2770	G BOWIE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528454
1528453	27600	2770	G BOWIE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528451
1528454	27600	2770	G BOWIE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528452
1528455	27600	2770	G BOWIE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528509
1528457	27600	2770	M ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528456
1528460	27600	2770	M ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528458
1528461	27600	2770	M ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528459
1528462	27600	2770	S BUELL	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528511
1528463	27600	2770	S BURGESS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528512
1528464	27600	2770	L BUSKIRK	DATE OF SERVICE TOO OLD
1528465	27600	2770	D CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528514
1528469	27600	2770	J CHEATON	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528467
1528470	27600	2770	V CHEATON	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528534
1528471	27600	2770	V CHEATON	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528468
1528472	27600	2770	H COLEMAN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528475
1528473	27600	2770	H COLEMAN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528474
1528474	27600	2770	H COLEMAN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528473
1528475	27600	2770	H COLEMAN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528472
1528477	27600	2770	D COLEMAN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528478
1528478	27600	2770	D COLEMAN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528477
1528479	27600	2770	D COLEMAN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528476
1528480	27600	2770	M COLE	DATE OF SERVICE TOO OLD
1528481	27600	2770	C COBB	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528486
1528482	27600	2770	C COBB	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528485
1528483	27600	2770	C COBB	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528484

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

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FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1528484	27600	2770	C COBB	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528483
1528485	27600	2770	C COBB	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528482
1528486	27600	2770	C COBB	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528481
1528487	27600	2770	B COLTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528490
1528488	27600	2770	J COOPER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528491
1528489	27600	2770	E CORK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528492
1528490	27600	2770	B COLTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528487
1528491	27600	2770	J COOPER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528488
1528492	27600	2770	E CORK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528489
1528493	27600	2770	V CORK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528497
1528494	27600	2770	V CORK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528498
1528496	27600	2770	F COTTINGHAM	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528495
1528497	27600	2770	V CORK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528493
1528498	27600	2770	V CORK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528494
1528499	27600	2770	C CRENSHAW	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528500
1528500	27600	2770	C CRENSHAW	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528499
1528503	27600	2770	B DEDMOND	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528504	27600	2770	J DEES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528505	27600	2770	J DEES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528508	27600	2770	C BLAINE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528443
1528509	27600	2770	G BOWIE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528455
1528510	27600	2770	T BOWIE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528450
1528511	27600	2770	S BUELL	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528462
1528512	27600	2770	S BURGESS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528463
1528513	27600	2770	L BUSKIRK	DATE OF SERVICE TOO OLD
1528514	27600	2770	D CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528465
1528515	27600	2770	M DOTSON	DATE OF SERVICE TOO OLD
1528516	27600	2770	L DOWNING	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528517	27600	2770	T DUETT	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1528519	27600	2770	E EDWARDS	DATE OF SERVICE TOO OLD
1528520	27600	2770	G DUFF	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528521	27600	2770	F FAIR	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528522	27600	2770	H FAIR	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528523	27600	2770	H FAIR	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528527	27600	2770	J FOX	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528528	27600	2770	J FOX	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528530	27600	2770	M FULGHAM	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528531	27600	2770	J FULGHAM	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528533	27600	2770	F FULGHAM	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528534	27600	2770	V CHEATON	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528470
1528535	27600	2770	A ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528538
1528536	27600	2770	A ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528540
1528537	27600	2770	A ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528539
1528538	27600	2770	A ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528535
1528539	27600	2770	A ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528537
1528540	27600	2770	A ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528536
1528541	27600	2770	M BENNETT	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528441
1528542	27600	2770	L ASHFORD	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528543	27600	2770	L ASHFORD	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528544	27600	2770	H BAGWELL	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528413
1528545	27600	2770	S BAGWELL	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528412
1528546	27600	2770	O BALENTINE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528559
1528547	27600	2770	L BALLARD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528560
1528548	27600	2770	M BENNETT	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528440
1528549	27600	2770	G BLACK	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528442
1528550	27600	2770	J BLACKBOURN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528445
1528551	27600	2770	W BLACKWOOD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528444
1528552	27600	2770	K DEAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528556	27600	2770	C FULGHAM	DATE OF SERVICE TOO OLD
1528557	27600	2770	C FULGHAM	DATE OF SERVICE TOO OLD
1528558	27600	2770	O CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528466
1528559	27600	2770	O BALENTINE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528546

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

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FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

Claim ID	Provider ID	Payor ID	Patient Name	Message
1528560	27600	2770	L BALLARD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528547
1528561	27600	2770	V COLEMAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528563	27600	2770	F FULGHAM	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528566	27600	2770	R KILPATRICK	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528569	27600	2770	S MCCRARY	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528574	27600	2770	M RHODES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528575	27600	2770	G SYKES	DATE OF SERVICE TOO OLD
1528578	27600	2770	W ARMSTRONG	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528580	27600	2770	C BIXLER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528581	27600	2770	J BLAKE	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528590	27600	2770	B COLTER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528592	27600	2770	M CORK	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528596	27600	2770	F FULGHAM	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528601	27600	2770	G MCGAUGH	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528603	27600	2770	M MILES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528605	27600	2770	G PATTERSON	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528606	27600	2770	I PERRY	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528608	27600	2770	C POTTS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528610	27600	2770	W POWER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528622	27600	2770	V WORRELL	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528639	27600	2740	P KENNEDY	DATE OF SERVICE TOO OLD
1528642	27600	2740	V ASHFORD	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528656	27600	2740	B JOHNSON	DATE OF SERVICE TOO OLD
1528673	27600	2740	K SANDERS	DATE OF SERVICE TOO OLD
1528676	27600	2740	P THOMAS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528680	27600	2740	J TUCKER	DATE OF SERVICE TOO OLD
1528687	27600	2740	T EMERSON	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528694	27600	2740	B COX	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528696	27600	2740	J COOPER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528698	27600	2740	T CARTER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528707	27600	2740	D YEATMAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528721	27600	2770	M CORK	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528725	27600	2770	H FULGHAM	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528729	27600	2770	L COLEMAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528740	27600	2770	G BOYD	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528748	27600	2770	M WOMACK	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528752	27600	2770	B WEED	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528789	27600	2770	T LOLLAR	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528793	27600	2770	B BLACK	DATE OF SERVICE TOO OLD
1528797	27600	2770	B BELL	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528799	27600	2770	O BABER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528811	27600	2770	P JENKINS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528812	27600	2770	P JENKINS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528813	27600	2770	I JAMES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528816	27600	2770	O HUNT	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528817	27600	2770	J HOFFMAN	DATE OF SERVICE TOO OLD
1528818	27600	2770	J HENDERSON	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528820	27600	2770	M GUESS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528833	27600	2770	E BASWELL	DATE OF SERVICE TOO OLD
1528839	27600	2770	E BASWELL	DATE OF SERVICE TOO OLD



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REPORT P18C

MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1528841	27600	2770	O BABER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528843	27600	2770	L SMITH	DATE OF SERVICE TOO OLD
1528846	27600	2770	J NUNN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528847	27600	2770	J NELLONS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528848	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			B CHUNN	IMPORTED ON 07/30/04 AS CLAIM # 1528934
1528849	27600	2740	M COLE	DATE OF SERVICE TOO OLD
1528850	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			C COLLINS	IMPORTED ON 07/30/04 AS CLAIM # 1528933
1528851	27600	2740	A CORK	DATE OF SERVICE TOO OLD
1528852	27600	2740	L CORK	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528853	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			P CRAWFORD	IMPORTED ON 07/30/04 AS CLAIM # 1528930
1528854	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			B ADAMS	IMPORTED ON 07/30/04 AS CLAIM # 1528883
1528856	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			B ADAMS	IMPORTED ON 07/30/04 AS CLAIM # 1528881
1528857	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			C ARD	IMPORTED ON 07/30/04 AS CLAIM # 1528884
1528858	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			E ARTERBERRY	IMPORTED ON 07/30/04 AS CLAIM # 1528903
1528861	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			C BABER	IMPORTED ON 07/30/04 AS CLAIM # 1528886
1528862	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			D BABER	IMPORTED ON 07/30/04 AS CLAIM # 1528885
1528865	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			W BAXTER	IMPORTED ON 07/30/04 AS CLAIM # 1528888
1528866	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			J BEAN	IMPORTED ON 07/30/04 AS CLAIM # 1528889
1528867	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			S BOLEY	IMPORTED ON 07/30/04 AS CLAIM # 1528890
1528868	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			P BOLEYN	IMPORTED ON 07/30/04 AS CLAIM # 1528892
1528869	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			P BOLEYN	IMPORTED ON 07/30/04 AS CLAIM # 1528891
1528870	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			S BOLEYN	IMPORTED ON 07/30/04 AS CLAIM # 1528893
1528871	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			B BROWN	IMPORTED ON 07/30/04 AS CLAIM # 1528894
1528872	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			J BROWN	IMPORTED ON 07/30/04 AS CLAIM # 1528895
1528873	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			A BRUCE	IMPORTED ON 07/30/04 AS CLAIM # 1528896
1528875	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			A CARTER	IMPORTED ON 07/30/04 AS CLAIM # 1528898
1528876	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			A CARTER	IMPORTED ON 07/30/04 AS CLAIM # 1528899
1528879	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			A CARTER	IMPORTED ON 07/30/04 AS CLAIM # 1528935
1528880	27600	2740		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, &
			T CARTER	IMPORTED ON 07/30/04 AS CLAIM # 1528901

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1528881	27600	2740	B ADAMS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528856
1528882	27600	2740	B ADAMS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528855
1528883	27600	2740	B ADAMS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528854
1528884	27600	2740	C ARD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528857
1528885	27600	2740	D BABER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528862
1528886	27600	2740	C BABER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528861
1528887	27600	2740	V ASHFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528860
1528888	27600	2740	W BAXTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528865
1528889	27600	2740	J BEAN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528866
1528890	27600	2740	S BOLEY	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528867
1528891	27600	2740	F BOLEYN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528869
1528892	27600	2740	F BOLEYN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528868
1528893	27600	2740	S BOLEYN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528870
1528894	27600	2740	B BROWN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528871
1528895	27600	2740	J BROWN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528872
1528896	27600	2740	A BRUCE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528873
1528897	27600	2740	C BRYANT	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528874
1528898	27600	2740	A CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528875
1528899	27600	2740	A CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528876
1528900	27600	2740	A CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528877
1528901	27600	2740	T CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528880
1528902	27600	2740	E ARTERBERRY	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528859
1528903	27600	2740	E ARTERBERRY	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528858
1528904	27600	2740	C FAIR	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528905	27600	2740	F FAIR	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528906	27600	2740	M FULGHAM	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528909	27600	2740	O FULLER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528910	27600	2740	A ELLIS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM



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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1528912	27600	2740	N ESTERS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528914	27600	2740	N DOBBS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528915	27600	2740	M DOTSON	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528916	27600	2740	T EVANS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528917	27600	2740	T ESTERS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528919	27600	2740	M DEAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528920	27600	2740	M DEAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528921	27600	2740	E DOBBS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528922	27600	2740	N DOBBS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528923	27600	2740	C GAZAWAY	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528925	27600	2740	S BALDWIN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528863
1528926	27600	2740	S BALDWIN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528864
1528927	27600	2740	M DAWSON	CLAIM MARKED INELIGIBLE: PAID CLAIM
1528928	27600	2740	A DAVENPORT	CLAIM MARKED INELIGIBLE: PAID CLAIM
1528929	27600	2740	D CULLUM	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528930	27600	2740	P CRAWFORD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528853
1528931	27600	2740	A CORK	DATE OF SERVICE TOO OLD
1528932	27600	2740	L CORK	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528933	27600	2740	C COLLINS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528850
1528934	27600	2740	B CHUNN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528848
1528935	27600	2740	A CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528879
1528936	27600	2740	A CARTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528878
1528943	27600	2740	K HOOD	FUTURE DATE OF SERVICE
1528945	27600	2740	L HULL	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528957	27600	2740	B ADAMS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1528959	27600	2740	P BOLEYN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528970
1528960	27600	2740	J CARTER	DATE OF SERVICE TOO OLD
1528961	27600	2740	R ABBOTT	DATE OF SERVICE TOO OLD
1528970	27600	2740	P BOLEYN	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1528959
1528999	27600	2740	T MACON	DATE OF SERVICE TOO OLD
1529000	27600	2740	D MAYS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529012	27600	2740	V ROBINSON	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529011
1529021	27600	88330	R KELLEY	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529028	27600	88260	T BROOKS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529029
1529029	27600	88260	T BROOKS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529028
1529036	27600	88350	D MITCHELL	DATE OF SERVICE TOO OLD
1529040	27600	3930	J WILROY	DATE OF SERVICE TOO OLD
1529051	27600	88200	M HAYNES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529052	27600	94520	S PEACOCK	DATE OF SERVICE TOO OLD

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1529081	27600	2740	P POWER	CLAIM MARKED INELIGIBLE: PAID CLAIM
1529083	27600	2740	C PEPPER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529084	27600	2740	D NIX	CLAIM MARKED INELIGIBLE: PAID CLAIM
1529086	27600	2740	J MOORE	CLAIM MARKED INELIGIBLE: PAID CLAIM
1529087	27600	2740	D MITCHELL	DATE OF SERVICE TOO OLD
1529088	27600	2740	B MITCHELL	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529089	27600	88250	J WEBB	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529090	27600	16910		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529093
			C ANDERSON	
1529091	27600	16910		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529092
			C ANDERSON	
1529092	27600	16910		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529091
			D ANDERSON	
1529093	27600	16910		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529090
			D ANDERSON	
1529095	27600	85600		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529100
			A COMPTON	
1529096	27600	85600		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529098
			P CALDERON	
1529097	27600	85600	M FLEMING	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529098	27600	85600		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529096
			P CALDERON	
1529099	27600	85600		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529094
			A COMPTON	
1529100	27600	85600		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529095
			A COMPTON	
1529101	27600	85600	N LANDON	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529102	27600	48850		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529103
			G BLACK	
1529103	27600	48850		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529102
			G BLACK	
1529105	27600	63800		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529107
			M CHAMBERS	
1529106	27600	63800		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529108
			M CHAMBERS	
1529107	27600	63800		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529105
			M CHAMBERS	
1529108	27600	63800		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529106
			M CHAMBERS	
1529109	27600	88230		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529110
			L ABBOTT	
1529110	27600	88230		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529109
			L ABBOTT	
1529112	27600	3930		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529115
			G ANDERSON	
1529113	27600	3930	A DOBBS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529114	27600	3930	A DOBBS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529115	27600	3930		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529112
			G ANDERSON	
1529116	27600	3930		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529111
			G ANDERSON	

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MEDICAL TRACKING SERVICES, INC.  
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FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

Claim ID	Provider ID	Payor ID	Patient Name	Message
1529118	27600	88210	D BEARD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529119
1529119	27600	88210	D BEARD	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529118
1529120	27600	88200	R CARSON	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529121	27600	88240	W GAMILL	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529122	27600	88240	D BLAKE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529125
1529123	27600	88240	R BROOKS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529124
1529124	27600	88240	R BROOKS	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529123
1529125	27600	88240	D BLAKE	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529122
1529128	27600	88240	F BLACK	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529129	27600	88240	V SWINDLE	DATE OF SERVICE TOO OLD
1529132	27600	88190	J FRANKS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529133	27600	88180	P ASHFORD-SMITH	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529135	27600	88170	J COLLIER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529136
1529136	27600	88170	J COLLIER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529135
1529137	27600	88170	B BAXTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529138
1529138	27600	88170	B BAXTER	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529137
1529141	27600	46360	R PEARSON	DATE OF SERVICE TOO OLD
1529142	27600	93500	R MOSLEY	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529150
1529143	27600	93500	A SMITH	DATE OF SERVICE TOO OLD
1529144	27600	93500	S SMITH	DATE OF SERVICE TOO OLD
1529146	27600	93500	Z EAKIN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529147	27600	93500	G GATTI	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529150	27600	93500	R MOSLEY	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529142
1529152	27600	93500	L BRADLEY	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529153
1529153	27600	93500	L BRADLEY	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529152
1529155	27600	5210	J PARISH	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529156	27600	88220	J JORDAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529157	27600	88220	L DOSS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529158	27600	88150	S SMITH	DATE OF SERVICE TOO OLD
1529161	27600	88150	S SMITH	DATE OF SERVICE TOO OLD
1529162	27600	88150	J CARTER	DATE OF SERVICE TOO OLD
1529169	27600	88150	D BRADLEY	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529170	27600	88150	A SMITH	DATE OF SERVICE TOO OLD
1529171	27600	88150	E CHANDLER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529172	27600	88150	V CARLISLE	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529173	27600	88150	T BUSBY	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529174	27600	88150	J BUSBY	DATE OF SERVICE TOO OLD

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1529181	27600	88150	C FORRESTER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529182	27600	88150	D FANCHER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529183	27600	88150	D FANCHER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529186	27600	88150	R HUNT	DATE OF SERVICE TOO OLD
1529190	27600	88150	J MCDANIEL	DATE OF SERVICE TOO OLD
1529191	27600	88150	T LEE	DATE OF SERVICE TOO OLD
1529197	27600	88150	P MCMINN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529198	27600	88150	C MCINTIRE	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529203	27600	88150	G ROBINSON	DATE OF SERVICE TOO OLD
1529204	27600	88150	G ROBINSON	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529205	27600	88150	M RHODES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529206	27600	88150	T COLEMAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529208	27600	88150	B WOODARD	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529210	27600	88150	J WILLIAMS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529211	27600	88150	S WHITTINGTON	DATE OF SERVICE TOO OLD
1529212	27600	88150	C FORRESTER	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529213	27600	88150		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529219
			W CORK	
1529214	27600	88150	T COLEMAN	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529215	27600	88150		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529217
			V CARLISLE	
1529216	27600	88150		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529218
			E BARKSDALE	
1529217	27600	88150		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529215
			V CARLISLE	
1529218	27600	88150		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529216
			E BARKSDALE	
1529219	27600	88150		ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529213
			W CORK	
1529221	27600	88380	L JONES	CLAIM MARKED INELIGIBLE: UNACCEPTABLE PAYOR
1529222	27600	88380	L PRUITT	CLAIM MARKED INELIGIBLE: UNACCEPTABLE PAYOR
1529225	27600	88220	A LANE	DATE OF SERVICE TOO OLD
1529247	27600	88150	J BUSBY	DATE OF SERVICE TOO OLD
1529253	27600	88150	A WORKS	DATE OF SERVICE TOO OLD
1529261	27600	88150	S WHITTINGTON	DATE OF SERVICE TOO OLD
1529262	27600	88150	A WHITE	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529270	27600	88150	G ROBINSON	DATE OF SERVICE TOO OLD
1529287	27600	88150	T LEE	DATE OF SERVICE TOO OLD
1529294	27600	88150	L CARTER	DATE OF SERVICE TOO OLD
1529300	27600	88150	B WORTHY	DATE OF SERVICE TOO OLD
1529303	27600	88150	M HAYNES	DATE OF SERVICE TOO OLD
1529304	27600	88150	M HAYNES	DATE OF SERVICE TOO OLD
1529305	27600	88150	M HAYNES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529307	27600	88150	M HAYNES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529309	27600	88150	M HAYNES	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529310	27600	88150	R HUNT	DATE OF SERVICE TOO OLD
1529317	27600	88150	R BARKSDALE	DATE OF SERVICE TOO OLD
1529324	27600	88280	P WOODARD	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529327	27600	88280	J PATTERSON	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529328	27600	88280	J MCDANIEL	DATE OF SERVICE TOO OLD
1529330	27600	88180	M GOSS	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

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Claim ID	Provider ID	Payor ID	Patient Name	Message
1529339	27600	88160	B VOWELL	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529342	27600	93500	A SMITH	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529352
1529345	27600	93500	J MOSLEY	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529347	27600	93500	J KILGORE	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM
1529352	27600	93500	A SMITH	ANOTHER UNPURCHASED CLAIM FOR THIS PROVIDER HAS THE SAME PATIENT NAME, DOS, & IMPORTED ON 07/30/04 AS CLAIM # 1529342
1529353	27600	93500	S SMITH	DATE OF SERVICE TOO OLD
1529355	27600	93500	F GLASS	DATE OF SERVICE TOO OLD
1529364	27600	40360	A NOWELL	DATE OF SERVICE TOO OLD
1533917	27600	2770	T BUSBY	ADVANCE AMT WOULD BE LESS THAN THE MINIMUM

ATTEMPTED APPRAISAL OF 1006 CLAIM(S).

CLAIMS APPRAISED THIS TIME:	622
CLAIMS SKIPPED, PREVIOUSLY APPRAISED:	0
TOTAL CLAIMS NOW APPRAISED:	622

384 CLAIM(S) NOT APPRAISED DUE TO THE FOLLOWING REASONS:

384 CLAIM(S) HAD ERRORS WHICH WILL CAUSE REJECTION DURING MERGE IF NOT CORRECTED.



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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.

Provider ID: 27600

ACKERMAN, MS 39735

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529073	MULLINS, DONNIE	05/31/04	1010	ACORDIA NATIONAL	455.00	209.30	167.44
1529074	YOUNG, HENRY	06/08/04	1010	ACORDIA NATIONAL	170.00	78.20	62.56
1529072	MULLEN, JULIE	06/06/04	1030	AETNA	442.00	203.32	162.66
1529065	JOBE, ROY	05/29/04	1570	CIGNA HEALTHCARE	543.47	250.00	200.00
1528955	ABBOTT, KEITH	07/11/04	2740	MEDICAID	206.00	94.76	75.81
1528961	ABBOTT, RANDALL	03/31/03	2740	MEDICAID	120.00	0.00	0.00
1528649	ADAMS, REBECCA	07/06/04	2740	MEDICAID	178.00	81.88	65.50
1528650	ADAMS, BRENDA	07/03/04	2740	MEDICAID	313.50	144.21	115.37
1528854	ADAMS, BRENDA	06/16/04	2740	MEDICAID	50.00	0.00	0.00
1528855	ADAMS, BRENDA	06/21/04	2740	MEDICAID	75.00	34.50	27.60
1528856	ADAMS, BRENDA	07/05/04	2740	MEDICAID	50.00	0.00	0.00
1528881	ADAMS, BRENDA	07/05/04	2740	MEDICAID	50.00	0.00	0.00
1528882	ADAMS, BRENDA	06/21/04	2740	MEDICAID	75.00	0.00	0.00
1528883	ADAMS, BRENDA	06/16/04	2740	MEDICAID	50.00	0.00	0.00
1528957	ADAMS, BRENDA	07/14/04	2740	MEDICAID	25.00	0.00	0.00
1528962	ADAMS, BRENDA	07/03/04	2740	MEDICAID	118.50	54.51	43.61
1528963	ADAMS, REBECCA	07/06/04	2740	MEDICAID	120.00	55.20	44.16
1528648	ARD, CHRISTI	05/06/04	2740	MEDICAID	179.00	82.34	65.87
1528857	ARD, CRISTI	05/06/04	2740	MEDICAID	50.00	0.00	0.00
1528884	ARD, CRISTI	05/06/04	2740	MEDICAID	50.00	0.00	0.00
1528643	ARTERBERRY, EVERETT	07/04/04	2740	MEDICAID	365.50	168.13	134.50
1528644	ARTERBERRY, EVERETT	05/20/04	2740	MEDICAID	170.00	78.20	62.56
1528645	ARTERBERRY, EVERETT	05/15/04	2740	MEDICAID	223.50	102.81	82.25
1528646	ARTERBERRY, EVERETT	04/28/04	2740	MEDICAID	264.00	121.44	97.15
1528647	ARTERBERRY, EVERETT	04/09/04	2740	MEDICAID	400.00	184.00	147.20
1528858	ARTERBERRY, EVERETT	06/03/04	2740	MEDICAID	50.00	0.00	0.00
1528859	ARTERBERRY, EVERETT	05/27/04	2740	MEDICAID	325.00	149.50	119.60
1528902	ARTERBERRY, EVERETT	05/27/04	2740	MEDICAID	325.00	0.00	0.00
1528903	ARTERBERRY, EVERETT	06/03/04	2740	MEDICAID	50.00	0.00	0.00
1528964	ARTERBERRY, EVERETT	04/09/04	2740	MEDICAID	120.00	55.20	44.16
1528965	ARTERBERRY, EVERETT	04/28/04	2740	MEDICAID	156.00	71.76	57.41
1528966	ARTERBERRY, EVERETT	05/15/04	2740	MEDICAID	118.50	54.51	43.61
1528967	ARTERBERRY, EVERETT	05/20/04	2740	MEDICAID	120.00	55.20	44.16
1528968	ARTERBERRY, EVERETT	07/04/04	2740	MEDICAID	133.50	61.41	49.13
1528642	ASHFORD, VALDO	04/29/04	2740	MEDICAID	65.00	0.00	0.00
1528860	ASHFORD, VALDO	06/22/04	2740	MEDICAID	90.00	41.40	33.12
1528887	ASHFORD, VALDO	06/22/04	2740	MEDICAID	90.00	0.00	0.00
1528958	ASHFORD, TAMMY	07/11/04	2740	MEDICAID	120.00	55.20	44.16
1528861	BABER, CARLET	04/27/04	2740	MEDICAID	40.00	0.00	0.00
1528862	BABER, D'TYLER	05/13/04	2740	MEDICAID	50.00	0.00	0.00
1528885	BABER, D'TYLER	05/13/04	2740	MEDICAID	50.00	0.00	0.00
1528886	BABER, CARLET	04/27/04	2740	MEDICAID	40.00	0.00	0.00
1528863	BALDWIN, STETSON	04/12/04	2740	MEDICAID	325.00	149.50	119.60
1528864	BALDWIN, STETSON	04/12/04	2740	MEDICAID	350.00	161.00	128.80
1528925	BALDWIN, STETSON	04/12/04	2740	MEDICAID	325.00	0.00	0.00
1528926	BALDWIN, STETSON	04/12/04	2740	MEDICAID	350.00	0.00	0.00
1528641	BATTS, TRINITA	06/18/04	2740	MEDICAID	193.00	88.78	71.02
1528969	BATTS, TRINITA	06/18/04	2740	MEDICAID	105.00	48.30	38.64
1528640	BAXTER, WAYNE	04/23/04	2740	MEDICAID	379.00	174.34	139.47



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## MEDICAL TRACKING SERVICES, INC.

## CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

## DETAIL

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BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528865	BAXTER, WAYNE	05/06/04	2740	MEDICAID	29.00	0.00	0.00
1528888	BAXTER, WAYNE	05/06/04	2740	MEDICAID	29.00	0.00	0.00
1528866	BEAN, JOYCE	04/26/04	2740	MEDICAID	50.00	0.00	0.00
1528889	BEAN, JOYCE	04/26/04	2740	MEDICAID	50.00	0.00	0.00
1528867	BOLEY, SAMANTHA	06/21/04	2740	MEDICAID	65.00	0.00	0.00
1528890	BOLEY, SAMANTHA	06/21/04	2740	MEDICAID	65.00	0.00	0.00
1528868	BOLEYN, PAMELA	04/10/04	2740	MEDICAID	50.00	0.00	0.00
1528869	BOLEYN, PAMELA	05/17/04	2740	MEDICAID	50.00	0.00	0.00
1528870	BOLEYN, SUMMER	05/08/04	2740	MEDICAID	40.00	0.00	0.00
1528891	BOLEYN, PAMELA	05/17/04	2740	MEDICAID	50.00	0.00	0.00
1528892	BOLEYN, PAMELA	04/10/04	2740	MEDICAID	50.00	0.00	0.00
1528893	BOLEYN, SUMMER	05/08/04	2740	MEDICAID	40.00	0.00	0.00
1528959	BOLEYN, PAMELA	06/30/04	2740	MEDICAID	30.00	0.00	0.00
1528970	BOLEYN, PAMELA	06/30/04	2740	MEDICAID	30.00	0.00	0.00
1528706	BOX, LINDA EY	04/14/04	2740	MEDICAID	259.00	119.14	95.31
1528703	BRADLEY, PAMELA	07/04/04	2740	MEDICAID	313.50	144.21	115.37
1528971	BRADLEY, PAMELA	07/04/04	2740	MEDICAID	118.50	54.51	43.61
1528704	BROWN, KAMREN	05/16/04	2740	MEDICAID	172.00	79.12	63.30
1528871	BROWN, BONNIE	04/26/04	2740	MEDICAID	40.00	0.00	0.00
1528872	BROWN, JONATHAN	04/21/04	2740	MEDICAID	65.00	0.00	0.00
1528894	BROWN, BONNIE	04/26/04	2740	MEDICAID	40.00	0.00	0.00
1528895	BROWN, JONATHAN	04/21/04	2740	MEDICAID	65.00	0.00	0.00
1528972	BROWN, KAMREN	05/16/04	2740	MEDICAID	105.00	48.30	38.64
1528873	BRUCE, ANGELA	06/21/04	2740	MEDICAID	50.00	0.00	0.00
1528896	BRUCE, ANGELA	06/21/04	2740	MEDICAID	50.00	0.00	0.00
1528874	BRYANT, CATHERINE	05/23/04	2740	MEDICAID	305.00	140.30	112.24
1528897	BRYANT, CATHERINE	05/23/04	2740	MEDICAID	305.00	0.00	0.00
1528705	BURRAGE-HOPSKINS, JAMES	04/25/04	2740	MEDICAID	167.00	76.82	61.46
1528973	BURRAGE-HOSPK, JAMES	04/25/04	2740	MEDICAID	105.00	48.30	38.64
1528698	CARTER, TYLAN	04/26/04	2740	MEDICAID	65.00	0.00	0.00
1528699	CARTER, PATRICIA	06/29/04	2740	MEDICAID	379.00	174.34	139.47
1528700	CARTER, LYDIA	07/04/04	2740	MEDICAID	162.00	74.52	59.62
1528701	CARTER, ANNETTE	07/07/04	2740	MEDICAID	70.00	32.20	25.76
1528702	CARTER, ANNETTE	04/16/04	2740	MEDICAID	674.00	310.04	248.03
1528875	CARTER, ANNETTE	04/23/04	2740	MEDICAID	40.00	0.00	0.00
1528876	CARTER, ANNETTE	04/30/04	2740	MEDICAID	40.00	0.00	0.00
1528877	CARTER, ANNETTE	04/16/04	2740	MEDICAID	295.00	135.70	108.56
1528878	CARTER, ANNETTE	05/14/04	2740	MEDICAID	100.00	46.00	36.80
1528879	CARTER, ANNETTE	06/18/04	2740	MEDICAID	40.00	0.00	0.00
1528880	CARTER, TYLAN	04/26/04	2740	MEDICAID	40.00	0.00	0.00
1528898	CARTER, ANNETTE	04/23/04	2740	MEDICAID	40.00	0.00	0.00
1528899	CARTER, ANNETTE	04/30/04	2740	MEDICAID	40.00	0.00	0.00
1528900	CARTER, ANNETTE	04/16/04	2740	MEDICAID	295.00	0.00	0.00
1528901	CARTER, TYLAN	04/26/04	2740	MEDICAID	40.00	0.00	0.00
1528935	CARTER, ANNETTE	06/18/04	2740	MEDICAID	40.00	0.00	0.00
1528936	CARTER, ANNETTE	05/14/04	2740	MEDICAID	100.00	0.00	0.00
1528960	CARTER, JOEL	08/28/03	2740	MEDICAID	360.00	0.00	0.00
1528974	CARTER, LYDIA	07/04/04	2740	MEDICAID	105.00	48.30	38.64
1528348	CHUNN, BARBARA	07/01/04	2740	MEDICAID	50.00	0.00	0.00

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

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V 3.5NX 12/93BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528934	CHUNN, BARBARA	07/01/04	2740	MEDICAID	50.00	0.00	0.00
1528697	CLARK, ELIZABETH	07/05/04	2740	MEDICAID	708.00	325.68	260.54
1528975	CLARK, ELIZABETH	07/05/04	2740	MEDICAID	150.00	69.00	55.20
1528849	COLE, MCKEVIN	03/26/04	2740	MEDICAID	40.00	0.00	0.00
1528850	COLLINS, CAMERON	04/26/04	2740	MEDICAID	40.00	0.00	0.00
1528933	COLLINS, CAMERON	04/26/04	2740	MEDICAID	40.00	0.00	0.00
1528696	COOPER, JOE	04/23/04	2740	MEDICAID	40.00	0.00	0.00
1528695	CORK, VIOLA	04/25/04	2740	MEDICAID	2884.35	1326.80	1061.44
1528851	CORK, ALMA	04/02/04	2740	MEDICAID	49.00	0.00	0.00
1528852	CORK, LAIANA S	04/27/04	2740	MEDICAID	40.00	0.00	0.00
1528931	CORK, ALMA	04/02/04	2740	MEDICAID	49.00	0.00	0.00
1528932	CORK, LAIANA	04/27/04	2740	MEDICAID	40.00	0.00	0.00
1528976	CORK, VIOLA	04/25/04	2740	MEDICAID	135.00	62.10	49.68
1528694	COX, BRITNEY	04/08/04	2740	MEDICAID	30.00	0.00	0.00
1528853	CRAWFORD, PETER	06/02/04	2740	MEDICAID	40.00	0.00	0.00
1528930	CRAWFORD, PETER	06/02/04	2740	MEDICAID	40.00	0.00	0.00
1528929	CJLLUM, DENISE	04/08/04	2740	MEDICAID	40.00	0.00	0.00
1528928	DAVENPORT, ALLUNDRA	05/07/04	2740	MEDICAID	88.00	0.00	0.00
1528692	DAVIS, MADELINE	06/26/04	2740	MEDICAID	400.00	184.00	147.20
1528693	DAVIS, KHRISTI	05/18/04	2740	MEDICAID	285.00	131.10	104.88
1528977	DAVIS, MADELINE	06/26/04	2740	MEDICAID	135.00	62.10	49.68
1528927	DAWSON, TINA	05/30/04	2740	MEDICAID	205.00	0.00	0.00
1528978	DEAN, MELINDA	04/15/04	2740	MEDICAID	85.00	39.10	31.28
1528979	DEAN, MELINDA	06/23/04	2740	MEDICAID	50.00	0.00	0.00
1528920	DEAN, MELINDA	06/28/04	2740	MEDICAID	50.00	0.00	0.00
1528974	DOBBS, NASHIEKA	04/15/04	2740	MEDICAID	52.00	0.00	0.00
1528921	DOBBS, BETTY	05/06/04	2740	MEDICAID	50.00	0.00	0.00
1528922	DOBBS, NASHIEKA	04/23/04	2740	MEDICAID	40.00	0.00	0.00
1528691	DODD, CRISTER	05/20/04	2740	MEDICAID	160.00	73.60	58.88
1528978	DODD, CRISTER	05/20/04	2740	MEDICAID	120.00	55.20	44.16
1528915	DOTSON, MICHAEL	04/26/04	2740	MEDICAID	65.00	0.00	0.00
1528938	DOTSON, QUANTERRIU	07/10/04	2740	MEDICAID	105.00	48.30	38.64
1528690	EDWARDS, MARY	06/04/04	2740	MEDICAID	337.50	155.25	124.20
1528911	EDWARDS, MARY	07/06/04	2740	MEDICAID	100.00	46.00	36.80
1528937	EDWARDS, MARY	06/29/04	2740	MEDICAID	265.00	121.90	97.52
1528979	EDWARDS, MARY	06/04/04	2740	MEDICAID	120.00	55.20	44.16
1528639	ELLIS, ASHLEY	06/21/04	2740	MEDICAID	389.00	178.94	143.15
1528910	ELLIS, ASHLEY	06/21/04	2740	MEDICAID	65.00	0.00	0.00
1528939	ELLIS, ASHLEY	06/22/04	2740	MEDICAID	96.00	44.16	35.33
1528687	EMERSON, TERESA	07/10/04	2740	MEDICAID	35.00	0.00	0.00
1528688	EMERSON, TERESA	04/22/04	2740	MEDICAID	75.00	34.50	27.60
1528912	ESTERS, NIKKI	05/04/04	2740	MEDICAID	40.00	0.00	0.00
1528913	ESTERS, JAIDAJA	06/23/04	2740	MEDICAID	85.00	39.10	31.28
1528917	ESTERS, THOMAS	06/17/04	2740	MEDICAID	40.00	0.00	0.00
1528916	EVANS, TERRELL	06/18/04	2740	MEDICAID	40.00	0.00	0.00
1528686	FAIR, FRANCIS	06/22/04	2740	MEDICAID	1258.00	578.68	462.94
1528904	FAIR, CYNTHIA	05/03/04	2740	MEDICAID	50.00	0.00	0.00
1528905	FAIR, FRANCIS	06/23/04	2740	MEDICAID	50.00	0.00	0.00
1528907	FAIR, SHARON	04/15/04	2740	MEDICAID	85.00	39.10	31.28

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## MEDICAL TRACKING SERVICES, INC.

## CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

## DETAIL

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BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528940	FAIR, TATIANA	07/12/04	2740	MEDICAID	120.00	55.20	44.16
1528980	FAIR, FRANCIS	06/22/04	2740	MEDICAID	160.00	73.60	58.88
1528685	FERGUSON, JOHNNIE	06/22/04	2740	MEDICAID	164.50	75.67	60.54
1528906	FERGUSON, JOHNNIE	06/17/04	2740	MEDICAID	75.00	34.50	27.60
1528981	FERGUSON, JOHNNIE	06/22/04	2740	MEDICAID	105.00	48.30	38.64
1528683	FRANKS, TERRY	06/09/04	2740	MEDICAID	529.00	243.34	194.67
1528684	FRANKS, TERRY	04/14/04	2740	MEDICAID	554.00	254.84	203.87
1528908	FULGHAM, MELANIE	04/23/04	2740	MEDICAID	50.00	0.00	0.00
1528909	FULLER, OMA	04/20/04	2740	MEDICAID	25.00	0.00	0.00
1528924	GATHERIGHT, DARYL	04/21/04	2740	MEDICAID	71.00	32.66	26.13
1528923	GAZAWAY, CHRISTOPHE	05/24/04	2740	MEDICAID	50.00	0.00	0.00
1528941	GIBBS, SHAWNTAY	07/12/04	2740	MEDICAID	120.00	55.20	44.16
1528677	GRIFFIN, VALERIE	06/24/04	2740	MEDICAID	185.00	85.10	68.08
1528670	HAMPTON, FRANCES	06/21/04	2740	MEDICAID	3505.35	1612.46	1289.97
1528982	HAMPTON, FRANCES	06/21/04	2740	MEDICAID	228.50	105.11	84.09
1528669	HANNAH, ORIES	04/08/04	2740	MEDICAID	214.00	98.44	78.75
1528668	HARRIS, RACHEL	07/06/04	2740	MEDICAID	160.00	73.60	58.88
1528983	HARRIS, RACHEL	07/06/04	2740	MEDICAID	120.00	55.20	44.16
1528667	HENDERSON, MARGARET	06/16/04	2740	MEDICAID	240.50	110.63	88.50
1528984	HENDERSON, MARGARET	06/16/04	2740	MEDICAID	120.00	55.20	44.16
1528664	HINTON, DOROTHY	06/19/04	2740	MEDICAID	297.00	136.62	109.30
1528665	HINTON, DOROTHY	06/13/04	2740	MEDICAID	271.00	124.66	99.73
1528666	HINTON, DOROTHY	04/09/04	2740	MEDICAID	348.50	160.31	128.25
1528942	HINTON, DOROTHY	07/04/04	2740	MEDICAID	135.00	62.10	49.68
1528985	HINTON, DOROTHY	04/09/04	2740	MEDICAID	118.50	54.51	43.61
1528986	HINTON, DOROTHY	06/13/04	2740	MEDICAID	105.00	48.30	38.64
1528987	HINTON, DOROTHY	06/19/04	2740	MEDICAID	105.00	48.30	38.64
1528663	HOLMAN, DWIGHT	07/05/04	2740	MEDICAID	419.00	192.74	154.19
1528988	HOLMAN, DWIGHT	07/05/04	2740	MEDICAID	105.00	48.30	38.64
1528943	HOOD, KATHERINE	12/01/04	2740	MEDICAID	120.00	0.00	0.00
1528662	HORNE, WYATT	07/09/04	2740	MEDICAID	166.00	76.36	61.09
1528989	HORNE, WYATT	07/09/04	2740	MEDICAID	120.00	55.20	44.16
1528944	HOSKIN, ZACHARY	07/11/04	2740	MEDICAID	160.00	73.60	58.88
1528661	HOWARD, JIMMY	06/18/04	2740	MEDICAID	80.00	36.80	29.44
1528660	HUBBERT, WILLIE	07/03/04	2740	MEDICAID	1573.05	723.60	578.88
1528990	HUBBERT, WILLIE	07/03/04	2740	MEDICAID	257.00	118.22	94.58
1528659	HULL, LINDA	04/13/04	2740	MEDICAID	95.00	43.70	34.96
1528945	HULL, LINDA	07/12/04	2740	MEDICAID	30.00	0.00	0.00
1528658	JACKSON, NOEL	05/19/04	2740	MEDICAID	309.00	142.14	113.71
1528657	JAMES, DIAMOND	07/05/04	2740	MEDICAID	478.00	219.88	175.90
1528991	JAMES, DIAMOND	07/05/04	2740	MEDICAID	206.00	94.76	75.81
1528655	JOHNSON, BRENDA	04/13/04	2740	MEDICAID	495.50	227.93	182.34
1528656	JOHNSON, BEAUTY	04/01/04	2740	MEDICAID	65.00	0.00	0.00
1528992	JOHNSON, BRENDA	04/13/04	2740	MEDICAID	120.00	55.20	44.16
1528653	JONES, GUSSIE	04/27/04	2740	MEDICAID	181.75	83.61	66.89
1528654	JONES, BRITTANY	06/03/04	2740	MEDICAID	254.00	116.84	93.47
1528993	JONES, GUSSIE	04/27/04	2740	MEDICAID	120.00	55.20	44.16
1528652	JORDAN, DAMION	06/24/04	2740	MEDICAID	190.00	87.40	69.92
1528946	JORDAN, ANNIE	07/14/04	2740	MEDICAID	120.00	55.20	44.16

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## MEDICAL TRACKING SERVICES, INC.

## CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

## DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528639	KENNEDY, PAMELA	03/31/04	2740	MEDICAID	80.00	0.00	0.00
1528651	KENNEDY, ANGELA	04/20/04	2740	MEDICAID	240.00	110.40	88.32
1528638	KING, KASEY	04/23/04	2740	MEDICAID	95.00	43.70	34.96
1528947	LANE, QUINTON	07/13/04	2740	MEDICAID	150.00	69.00	55.20
1528634	LIDDELL, ANGIE	06/19/04	2740	MEDICAID	287.50	132.25	105.80
1528635	LIDDELL, ANGIE	06/15/04	2740	MEDICAID	228.00	104.88	83.90
1528636	LIDDELL, ANGIE	04/28/04	2740	MEDICAID	114.00	52.44	41.95
1528637	LIDDELL, ANGIE	04/08/04	2740	MEDICAID	226.00	103.96	83.17
1528948	LIDDELL, ANGIE	07/11/04	2740	MEDICAID	105.00	48.30	38.64
1528994	LIDDELL, ANGIE	04/08/04	2740	MEDICAID	120.00	55.20	44.16
1528995	LIDDELL, ANGIE	04/28/04	2740	MEDICAID	120.00	55.20	44.16
1528996	LIDDELL, ANGIE	06/15/04	2740	MEDICAID	120.00	55.20	44.16
1528997	LIDDELL, ANGIE	06/19/04	2740	MEDICAID	118.50	54.51	43.61
1528633	LUCAS, JOHNNY	06/23/04	2740	MEDICAID	3059.15	1407.21	1125.77
1528998	LUCAS, JOHNNY	06/23/04	2740	MEDICAID	163.50	75.21	60.17
1528999	MACON, TAYLOR	03/13/04	2740	MEDICAID	120.00	0.00	0.00
1528631	MARTIN, DELOIS	07/07/04	2740	MEDICAID	145.00	66.70	53.36
1528632	MARTIN, DELOIS	04/13/04	2740	MEDICAID	110.00	50.60	40.48
1528630	MAYS, DOROTHY	07/07/04	2740	MEDICAID	120.00	55.20	44.16
1529000	MAYS, DOROTHY	07/07/04	2740	MEDICAID	30.00	0.00	0.00
1528629	MCCLURE, CHRISTOPHE	04/10/04	2740	MEDICAID	427.50	196.65	157.32
1529001	MCCLURE, CHRISTOPHE	04/10/04	2740	MEDICAID	172.00	79.12	63.30
1528628	MCMULLEN, TONI	04/15/04	2740	MEDICAID	110.00	50.60	40.48
1528625	MERRITT, MARY	04/27/04	2740	MEDICAID	309.00	142.14	113.71
1528626	MERRITT, ANN	07/10/04	2740	MEDICAID	503.75	231.73	185.38
1528627	MERRITT, ANN	07/06/04	2740	MEDICAID	424.00	195.04	156.03
1529002	MERRITT, ANN	07/06/04	2740	MEDICAID	120.00	55.20	44.16
1529003	MERRITT, ANN	07/10/04	2740	MEDICAID	133.50	61.41	49.13
1528623	MILLER, SABRINA	05/15/04	2740	MEDICAID	223.00	102.58	82.06
1528624	MILLER, JOYCE	07/04/04	2740	MEDICAID	111.00	51.06	40.85
1528949	MILLER, ANGELA	07/11/04	2740	MEDICAID	199.00	91.54	73.23
1529004	MILLER, JOYCE	07/04/04	2740	MEDICAID	105.00	48.30	38.64
1529005	MILLER, SABRINA	05/15/04	2740	MEDICAID	105.00	48.30	38.64
1529088	MITCHEEL, BRIANNE	06/18/04	2740	MEDICAID	65.00	0.00	0.00
1529087	MITCHELL, DOROTHY	04/05/04	2740	MEDICAID	190.00	0.00	0.00
1529006	MOORE, JAMES	07/04/04	2740	MEDICAID	105.00	48.30	38.64
1529086	MOORE, JAMES	07/04/04	2740	MEDICAID	172.00	0.00	0.00
1529007	NIX, DEBORAH	06/20/04	2740	MEDICAID	120.00	55.20	44.16
1529008	NIX, DEBORAH	07/03/04	2740	MEDICAID	118.50	54.51	43.61
1529084	NIX, DEBORAH	07/03/04	2740	MEDICAID	313.50	0.00	0.00
1529085	NIX, DEBORAH	06/20/04	2740	MEDICAID	548.00	252.08	201.66
1529083	PEPPER, CHRISTOPHE	04/23/04	2740	MEDICAID	65.00	0.00	0.00
1529081	POWER, PATRICIA	07/08/04	2740	MEDICAID	110.00	0.00	0.00
1529082	POWER, DIXIE	06/18/04	2740	MEDICAID	404.00	185.84	148.67
1528950	PRICE, BETTIE	07/11/04	2740	MEDICAID	147.00	67.62	54.10
1529009	PURNELL, DOUGLAS	06/12/04	2740	MEDICAID	133.50	61.41	49.13
1529080	PURNELL, DOUGLAS	06/12/04	2740	MEDICAID	223.50	102.81	82.25
1528951	ROBINSON, SHIRLEY	06/22/04	2740	MEDICAID	96.00	44.16	35.33
1528952	ROBINSON, SHIRLEY	07/11/04	2740	MEDICAID	120.00	55.20	44.16



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## MEDICAL TRACKING SERVICES, INC.

## CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

## DETAIL

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BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529010	ROBINSON, SHAMONICA	04/26/04	2740	MEDICAID	120.00	55.20	44.16
1529011	ROBINSON, VERONICA	05/16/04	2740	MEDICAID	120.00	55.20	44.16
1529012	ROBINSON, VERONICA	05/16/04	2740	MEDICAID	120.00	0.00	0.00
1529077	ROBINSON, VERONICA	05/16/04	2740	MEDICAID	490.50	225.63	180.50
1529078	ROBINSON, VERONICA	05/16/04	2740	MEDICAID	225.00	103.50	82.80
1529079	ROBINSON, SHAMONICA	04/26/04	2740	MEDICAID	285.00	131.10	104.88
1528672	SANDERS, DAVID	04/08/04	2740	MEDICAID	335.00	154.10	123.28
1528673	SANDERS, KAYLA	03/31/04	2740	MEDICAID	299.00	0.00	0.00
1528674	SCOTT, MYESHA	05/24/04	2740	MEDICAID	172.00	79.12	63.30
1529013	SCOTT, MYESHA	05/24/04	2740	MEDICAID	120.00	55.20	44.16
1528953	SHUMAKER, BRYANDREA	07/11/04	2740	MEDICAID	120.00	55.20	44.16
1528678	STEELE, JANICE	07/03/04	2740	MEDICAID	266.00	122.36	97.89
1529014	STEELE, JANICE	07/03/04	2740	MEDICAID	120.00	55.20	44.16
1528954	STEPHENSON, QUEZ	07/12/04	2740	MEDICAID	231.00	106.26	85.01
1528677	STEWART, MALISSIE	04/23/04	2740	MEDICAID	284.00	130.64	104.51
1528676	THOMAS, PRECIOUS	04/16/04	2740	MEDICAID	65.00	0.00	0.00
1528675	TRIPLETT, APRIL	07/10/04	2740	MEDICAID	100.00	46.00	36.80
1528955	TRIPLETT, REGINA	07/12/04	2740	MEDICAID	120.00	55.20	44.16
1529015	TRIPLETT, APRIL	07/10/04	2740	MEDICAID	105.00	48.30	38.64
1528679	TRUSS, VALERIE	06/14/04	2740	MEDICAID	300.00	138.00	110.40
1529016	TRUSS, VALERIE	06/14/04	2740	MEDICAID	120.00	55.20	44.16
1528680	TUCKER, JAVONTERRI	04/01/04	2740	MEDICAID	65.00	0.00	0.00
1528681	WARD, JOHNNIE	06/24/04	2740	MEDICAID	220.00	101.20	80.96
1528682	WHITMORE, ISRAEL	07/03/04	2740	MEDICAID	245.00	112.70	90.16
1529017	WHITMORE, ISREAL	07/03/04	2740	MEDICAID	120.00	55.20	44.16
1528710	WILLIAMS, LAWANA	05/15/04	2740	MEDICAID	161.00	74.06	59.25
1529018	WILLIAMS, LAWANA	05/15/04	2740	MEDICAID	105.00	48.30	38.64
1528709	WOODS, KORDRIQUEZ	07/05/04	2740	MEDICAID	214.65	98.74	78.99
1529019	WOODS, KORDRIQUEZ	07/05/04	2740	MEDICAID	135.00	62.10	49.68
1528708	WRAGGS, ISRAEL	07/10/04	2740	MEDICAID	325.00	149.50	119.60
1529020	WRAGGS, ISREAL	07/10/04	2740	MEDICAID	170.00	78.20	62.56
1528707	YEATMAN, DALTON	04/19/04	2740	MEDICAID	65.00	0.00	0.00
1528578	ARMSTRONG, WILLIAM	06/25/04	2770	MEDICARE	30.00	0.00	0.00
1528804	ARMSTRONG, WILLIAM	07/06/04	2770	MEDICARE	201.00	92.46	73.97
1528805	ARMSTRONG, WILLIAM	06/25/04	2770	MEDICARE	429.00	197.34	157.87
1528456	ASHFORD, MUSETTA	05/18/04	2770	MEDICARE	300.00	138.00	110.40
1528457	ASHFORD, MUSETTA	05/18/04	2770	MEDICARE	300.00	0.00	0.00
1528458	ASHFORD, MUSETTA	04/12/04	2770	MEDICARE	75.00	34.50	27.60
1528459	ASHFORD, MUSETTA	04/29/04	2770	MEDICARE	75.00	34.50	27.60
1528460	ASHFORD, MUSETTA	04/12/04	2770	MEDICARE	75.00	0.00	0.00
1528461	ASHFORD, MUSETTA	04/29/04	2770	MEDICARE	75.00	0.00	0.00
1528535	ASHFORD, ANNIE	04/12/04	2770	MEDICARE	50.00	0.00	0.00
1528536	ASHFORD, ANNIE	04/24/04	2770	MEDICARE	50.00	0.00	0.00
1528537	ASHFORD, ANNIE	06/23/04	2770	MEDICARE	50.00	0.00	0.00
1528538	ASHFORD, ANNIE	04/12/04	2770	MEDICARE	50.00	0.00	0.00
1528539	ASHFORD, ANNIE	06/23/04	2770	MEDICARE	50.00	0.00	0.00
1528540	ASHFORD, ANNIE	04/24/04	2770	MEDICARE	50.00	0.00	0.00
1528542	ASHFORD, LUCILLE	05/04/04	2770	MEDICARE	50.00	0.00	0.00
1528543	ASHFORD, LUCILLE	05/04/04	2770	MEDICARE	50.00	0.00	0.00

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MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

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ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528802	ASHFORD, MUSETTA	07/02/04	2770	MEDICARE	95.00	43.70	34.96
1528803	ASHFORD, LUCILLE	06/30/04	2770	MEDICARE	245.00	112.70	90.16
1533915	ASHFORD, LUCILLE	05/21/04	2770	MEDICARE	21471.90	9877.07	7901.66
1528801	ATKINSON, WILLIAM	07/02/04	2770	MEDICARE	150.00	69.00	55.20
1528414	BABER, OLA	04/29/04	2770	MEDICARE	330.00	151.80	121.44
1528415	BABER, OLA	06/01/04	2770	MEDICARE	50.00	0.00	0.00
1528415	BABER, OLA	05/26/04	2770	MEDICARE	50.00	0.00	0.00
1528417	BABER, OLA	05/04/04	2770	MEDICARE	75.00	34.50	27.60
1528418	BABER, OLA	05/04/04	2770	MEDICARE	75.00	0.00	0.00
1528419	BABER, OLA	05/26/04	2770	MEDICARE	50.00	0.00	0.00
1528420	BABER, OLA	06/01/04	2770	MEDICARE	50.00	0.00	0.00
1528421	BABER, OLA	04/29/04	2770	MEDICARE	330.00	0.00	0.00
1528579	BABER, OLA	07/02/04	2770	MEDICARE	170.00	78.20	62.56
1528799	BABER, OLA	07/08/04	2770	MEDICARE	40.00	0.00	0.00
1528800	BABER, OLA	07/02/04	2770	MEDICARE	5609.80	2580.51	2064.41
1528841	BABER, OLA	07/12/04	2770	MEDICARE	40.00	0.00	0.00
1528412	BAGWELL, SARAH	05/17/04	2770	MEDICARE	50.00	0.00	0.00
1528413	BAGWELL, HAZEL	05/17/04	2770	MEDICARE	285.00	131.10	104.88
1528544	BAGWELL, HAZEL	05/17/04	2770	MEDICARE	285.00	0.00	0.00
1528545	BAGWELL, SARAH	05/17/04	2770	MEDICARE	50.00	0.00	0.00
1528793	BAGWELL, HAZEL	07/08/04	2770	MEDICARE	175.00	80.50	64.40
1528546	BALENTINE, ORA	05/06/04	2770	MEDICARE	50.00	0.00	0.00
1528559	BALENTINE, ORA	05/06/04	2770	MEDICARE	50.00	0.00	0.00
1528547	BALLARD, LAURA	05/11/04	2770	MEDICARE	50.00	0.00	0.00
1528560	BALLARD, LAURA	05/11/04	2770	MEDICARE	50.00	0.00	0.00
1528840	BARRENTINE, MAYFORD	07/13/04	2770	MEDICARE	399.00	183.54	146.83
1528838	BASWELL, ELMO	01/24/04	2770	MEDICARE	174.00	0.00	0.00
1528839	BASWELL, ELMO	01/24/04	2770	MEDICARE	80.00	0.00	0.00
1528422	BATES, MAE	04/29/04	2770	MEDICARE	305.00	140.30	112.24
1528423	BATES, MAE	05/03/04	2770	MEDICARE	365.00	167.90	134.32
1528424	BATES, MAE	04/29/04	2770	MEDICARE	305.00	0.00	0.00
1528425	BATES, MAE	05/03/04	2770	MEDICARE	365.00	0.00	0.00
1528426	BATES, MAE	05/24/04	2770	MEDICARE	90.00	41.40	33.12
1528427	BATES, MAE	05/24/04	2770	MEDICARE	90.00	0.00	0.00
1528797	BELL, BEATRICE	07/01/04	2770	MEDICARE	40.00	0.00	0.00
1528440	BENNETT, MARY	05/20/04	2770	MEDICARE	50.00	0.00	0.00
1528441	BENNETT, MARY	04/14/04	2770	MEDICARE	340.00	156.40	125.12
1528541	BENNETT, MARY	04/14/04	2770	MEDICARE	340.00	0.00	0.00
1528548	BENNETT, MARY	05/20/04	2770	MEDICARE	50.00	0.00	0.00
1528795	BENNETT, MARY	07/02/04	2770	MEDICARE	149.00	68.54	54.83
1528796	BENNETT, MARY	06/29/04	2770	MEDICARE	419.00	192.74	154.19
1528436	BISHOP, BOBBY	04/06/04	2770	MEDICARE	205.00	0.00	0.00
1528437	BISHOP, BOBBY	05/13/04	2770	MEDICARE	50.00	0.00	0.00
1528438	BISHOP, BOBBY	04/06/04	2770	MEDICARE	205.00	0.00	0.00
1528439	BISHOP, BOBBY	05/11/04	2770	MEDICARE	50.00	0.00	0.00
1528577	BISHOP, BOBBY	07/13/04	2770	MEDICARE	120.00	55.20	44.16
1528432	BIXLER, CHARLES	06/01/04	2770	MEDICARE	50.00	0.00	0.00
1528433	BIXLER, CHARLES	05/11/04	2770	MEDICARE	249.00	114.54	91.63
1528434	BIXLER, CHARLES	06/01/04	2770	MEDICARE	50.00	0.00	0.00



08/05/04 03:10:24 am  
REPORT P18C

MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

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BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528435	BIXLER, CHARLES	05/11/04		2770 MEDICARE	249.00	0.00	0.00
1528580	BIXLER, CHARLES	06/09/04		2770 MEDICARE	30.00	0.00	0.00
1528794	BIXLER, CHARLES	06/09/04		2770 MEDICARE	1963.55	903.23	722.58
1528428	BLACK, BILLY	06/15/04		2770 MEDICARE	50.00	0.00	0.00
1528429	BLACK, BILLY	05/13/04		2770 MEDICARE	50.00	0.00	0.00
1528430	BLACK, BILLY	05/13/04		2770 MEDICARE	50.00	0.00	0.00
1528431	BLACK, BILLY	06/15/04		2770 MEDICARE	50.00	0.00	0.00
1528442	BLACK, GERALDINE	06/22/04		2770 MEDICARE	40.00	0.00	0.00
1528549	BLACK, GERALDINE	06/22/04		2770 MEDICARE	40.00	0.00	0.00
1528793	BLACK, BILLY	03/30/04		2770 MEDICARE	384.00	0.00	0.00
1528445	BLACKBOURN, JOE	05/18/04		2770 MEDICARE	95.00	43.70	34.96
1528446	BLACKBOURN, BETTY	05/22/04		2770 MEDICARE	126.00	57.96	46.37
1528447	BLACKBOURN, BETTY	05/18/04		2770 MEDICARE	160.00	73.50	58.88
1528448	BLACKBOURN, BETTY	05/18/04		2770 MEDICARE	160.00	0.00	0.00
1528449	BLACKBOURN, BETTY	05/22/04		2770 MEDICARE	126.00	0.00	0.00
1528550	BLACKBOURN, JOE	05/18/04		2770 MEDICARE	95.00	0.00	0.00
1528444	BLACKWOOD, WILLIE	05/27/04		2770 MEDICARE	34.00	0.00	0.00
1528551	BLACKWOOD, WILLIE	05/27/04		2770 MEDICARE	34.00	0.00	0.00
1528443	BLAINE, CHARLES	05/05/04		2770 MEDICARE	50.00	0.00	0.00
1528508	BLAINE, CHARLES	05/05/04		2770 MEDICARE	50.00	0.00	0.00
1528581	BLAKE, JOE	07/02/04		2770 MEDICARE	25.00	0.00	0.00
1528738	BLAKE, JOE	07/02/04		2770 MEDICARE	125.00	57.50	46.00
1528450	BOWIE, TERRY	05/06/04		2770 MEDICARE	50.00	0.00	0.00
1528451	BOWIE, GRACE	04/19/04		2770 MEDICARE	50.00	0.00	0.00
1528452	BOWIE, GRACE	05/26/04		2770 MEDICARE	50.00	0.00	0.00
1528453	BOWIE, GRACE	04/19/04		2770 MEDICARE	50.00	0.00	0.00
1528454	BOWIE, GRACE	05/26/04		2770 MEDICARE	50.00	0.00	0.00
1528455	BOWIE, GLEN	05/04/04		2770 MEDICARE	50.00	0.00	0.00
1528509	BOWIE, GLEN	05/04/04		2770 MEDICARE	50.00	0.00	0.00
1528510	BOWIE, TERRY	05/06/04		2770 MEDICARE	50.00	0.00	0.00
1528739	BOWIE, TERRY	07/01/04		2770 MEDICARE	149.00	68.54	54.83
1528837	BOWIE, RALPH	07/14/04		2770 MEDICARE	214.00	98.44	78.75
1528740	BOYD, GLAZIER	07/02/04		2770 MEDICARE	30.00	0.00	0.00
1528741	BRADBERRY, FRANCIS	06/30/04		2770 MEDICARE	110.00	50.60	40.48
1528582	BRELAND, NELLIE	07/06/04		2770 MEDICARE	155.00	71.30	57.04
1528737	BRELAND, NELLIE	07/06/04		2770 MEDICARE	865.50	398.13	318.50
1528462	BUELL, STEPHEN	05/20/04		2770 MEDICARE	50.00	0.00	0.00
1528511	BUELL, STEPHEN	05/20/04		2770 MEDICARE	50.00	0.00	0.00
1528463	BURGESS, SHELBY	05/24/04		2770 MEDICARE	50.00	0.00	0.00
1528512	BURGESS, SHELBY	05/24/04		2770 MEDICARE	50.00	0.00	0.00
1528533	BUSBY, THOMAS	05/07/04		2770 MEDICARE	295.00	135.70	108.56
1528742	BUSBY, THOMAS	05/07/04		2770 MEDICARE	6982.55	3211.97	2569.58
1528836	BUSBY, EXA	07/06/04		2770 MEDICARE	948.50	436.31	349.05
1533916	BUSBY, THOMAS	05/13/04		2770 MEDICARE	9986.75	4593.91	3675.13
1533917	BUSBY, THOMAS	05/18/04		2770 MEDICARE	60.00	0.00	0.00
1528454	BUSKIRK, LOIS	04/06/04		2770 MEDICARE	50.00	0.00	0.00
1528513	BUSKIRK, LOIS	04/06/04		2770 MEDICARE	50.00	0.00	0.00
1528584	CAIN, DAVID	07/01/04		2770 MEDICARE	150.00	69.00	55.20
1528736	CAIN, DAVID	07/01/04		2770 MEDICARE	304.75	140.19	112.15

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MEDICAL TRACKING SERVICES, INC.

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CLAIMS APPRAISAL REPORT

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AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.

Provider ID: 27600

ACKERMAN, MS 39735

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528465	CARTER, DORA	06/01/04	2770	MEDICARE	50.00	0.00	0.00
1528466	CARTER, ODESSA	04/22/04	2770	MEDICARE	225.00	103.50	82.80
1528514	CARTER, DORA	06/01/04	2770	MEDICARE	50.00	0.00	0.00
1528558	CARTER, ODESSA	04/22/04	2770	MEDICARE	225.00	0.00	0.00
1528585	CARTER, LEONARD	07/03/04	2770	MEDICARE	120.00	55.20	44.16
1528586	CARTER, LEONARD	07/07/04	2770	MEDICARE	120.00	55.20	44.16
1528587	CARTER, LEONARD	07/10/04	2770	MEDICARE	120.00	55.20	44.16
1528588	CARTER, LEONARD	07/04/04	2770	MEDICARE	120.00	55.20	44.16
1528733	CARTER, LEONARD	07/10/04	2770	MEDICARE	502.50	231.15	184.92
1528734	CARTER, LEONARD	07/03/04	2770	MEDICARE	659.00	303.14	242.51
1528735	CARTER, LEONARD	07/04/04	2770	MEDICARE	2301.30	1058.60	846.88
1528835	CARTER, DIMPLE	07/12/04	2770	MEDICARE	474.00	218.04	174.43
1528732	CHANDLER, MILDRED	06/30/04	2770	MEDICARE	429.00	197.34	157.87
1528467	CHEATON, JULIA	05/13/04	2770	MEDICARE	120.00	55.20	44.16
1528468	CHEATON, VIRGINIA	04/24/04	2770	MEDICARE	175.00	80.50	64.40
1528469	CHEATON, JULIA	05/13/04	2770	MEDICARE	120.00	0.00	0.00
1528470	CHEATON, VIRGINIA	05/21/04	2770	MEDICARE	40.00	0.00	0.00
1528471	CHEATON, VIRGINIA	04/24/04	2770	MEDICARE	175.00	0.00	0.00
1528534	CHEATON, VIRGINIA	05/21/04	2770	MEDICARE	40.00	0.00	0.00
1528481	COBB, CAROL	05/25/04	2770	MEDICARE	50.00	0.00	0.00
1528482	COBB, CAROL	05/10/04	2770	MEDICARE	62.00	0.00	0.00
1528483	COBB, CAROL	05/03/04	2770	MEDICARE	50.00	0.00	0.00
1528484	COBB, CAROL	05/03/04	2770	MEDICARE	50.00	0.00	0.00
1528485	COBB, CAROL	05/10/04	2770	MEDICARE	62.00	0.00	0.00
1528486	COBB, CAROL	05/25/04	2770	MEDICARE	50.00	0.00	0.00
1528589	COBB, CAROL	06/26/04	2770	MEDICARE	133.50	61.41	49.13
1528731	COBB, CAROL	06/26/04	2770	MEDICARE	223.50	102.81	82.25
1528480	COLE, MCKEVIN	03/26/04	2770	MEDICARE	40.00	0.00	0.00
1528472	COLEMAN, HAZEL	05/28/04	2770	MEDICARE	34.00	0.00	0.00
1528473	COLEMAN, HAZEL	05/03/04	2770	MEDICARE	50.00	0.00	0.00
1528474	COLEMAN, HAZEL	05/03/04	2770	MEDICARE	50.00	0.00	0.00
1528475	COLEMAN, HAZEL	05/28/04	2770	MEDICARE	34.00	0.00	0.00
1528476	COLEMAN, DORA	05/18/04	2770	MEDICARE	285.00	131.10	104.88
1528477	COLEMAN, DORA	05/25/04	2770	MEDICARE	50.00	0.00	0.00
1528478	COLEMAN, DORA	05/25/04	2770	MEDICARE	50.00	0.00	0.00
1528479	COLEMAN, DORA	05/18/04	2770	MEDICARE	285.00	0.00	0.00
1528561	COLEMAN, VIVIAN	07/14/04	2770	MEDICARE	30.00	0.00	0.00
1528728	COLEMAN, LIZZIE	07/02/04	2770	MEDICARE	230.00	105.80	84.64
1528729	COLEMAN, LIZZIE	06/25/04	2770	MEDICARE	30.00	0.00	0.00
1528730	COLEMAN, LIZZIE	05/06/04	2770	MEDICARE	70.00	32.20	25.76
1528834	COLEMAN, VIVAN	07/14/04	2770	MEDICARE	334.00	153.64	122.91
1528487	COLTER, BETTIE	04/23/04	2770	MEDICARE	40.00	0.00	0.00
1528490	COLTER, BETTIE	04/23/04	2770	MEDICARE	40.00	0.00	0.00
1528590	COLTER, BETTE	07/07/04	2770	MEDICARE	30.00	0.00	0.00
1528727	COLTER, BETTE	07/07/04	2770	MEDICARE	120.00	55.20	44.16
1528488	COOPER, JOE	05/27/04	2770	MEDICARE	50.00	0.00	0.00
1528491	COOPER, JOE	05/27/04	2770	MEDICARE	50.00	0.00	0.00
1528591	COOPER, MARY	07/03/04	2770	MEDICARE	195.00	89.70	71.76
1528726	COOPER, MARY	07/03/04	2770	MEDICARE	812.75	373.87	299.10

08/05/04 08:10:26 am  
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## MEDICAL TRACKING SERVICES, INC.

## CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

## DETAIL

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BRANDYWINE HEALTH SERVICES OF MISS, INC.

Provider ID: 27600

ACKERMAN, MS 39735

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528489	CORK, EDD	05/27/04	2770	MEDICARE	50.00	0.00	0.00
1528492	CORK, EDD	05/27/04	2770	MEDICARE	50.00	0.00	0.00
1528493	CORK, VIOLA	04/25/04	2770	MEDICARE	230.00	0.00	0.00
1528494	CORK, VIOLA	05/10/04	2770	MEDICARE	50.00	0.00	0.00
1528497	CORK, VIOLA	04/25/04	2770	MEDICARE	230.00	0.00	0.00
1528498	CORK, VIOLA	05/10/04	2770	MEDICARE	50.00	0.00	0.00
1528592	CORK, MATTIE	07/05/04	2770	MEDICARE	24.00	0.00	0.00
1528719	CORK, FREEMAN	07/01/04	2770	MEDICARE	280.00	128.80	103.04
1528720	CORK, MATTIE	05/17/04	2770	MEDICARE	155.00	71.30	57.04
1528721	CORK, MATTIE	06/03/04	2770	MEDICARE	25.00	0.00	0.00
1528722	CORK, MATTIE	07/05/04	2770	MEDICARE	95.00	43.70	34.96
1528495	COTTINGHAM, PEARLINA	05/03/04	2770	MEDICARE	455.00	209.30	167.44
1528496	COTTINGHAM, PEARLINA	05/03/04	2770	MEDICARE	455.00	0.00	0.00
1528718	COTTINGHAM, PERLINA	06/30/04	2770	MEDICARE	215.00	98.90	79.12
1528499	CRENSHAW, CLOIS	05/03/04	2770	MEDICARE	50.00	0.00	0.00
1528500	CRENSHAW, CLOIS	05/03/04	2770	MEDICARE	50.00	0.00	0.00
1528501	CRENSHAW, CLOIS	05/25/04	2770	MEDICARE	75.00	34.50	27.60
1528502	CRENSHAW, CLOIS	05/25/04	2770	MEDICARE	320.00	147.20	117.76
1528723	CRENSHAW, CLOIS	06/30/04	2770	MEDICARE	230.00	105.80	84.64
1528553	DAWKINS, VERSIE	05/23/04	2770	MEDICARE	255.00	117.30	93.84
1528552	DEAN, KATHRYNE	05/10/04	2770	MEDICARE	40.00	0.00	0.00
1528593	DEAN, MELINDA	06/20/04	2770	MEDICARE	165.00	75.90	60.72
1528717	DEAN, MELINDA	06/20/04	2770	MEDICARE	2256.65	1038.06	830.45
1528503	DEDMOND, BERNICE	05/18/04	2770	MEDICARE	50.00	0.00	0.00
1528504	DEES, JIMMY	05/05/04	2770	MEDICARE	50.00	0.00	0.00
1528505	DEES, JIMMY	05/19/04	2770	MEDICARE	50.00	0.00	0.00
1528506	DEES, JIMMY	05/08/04	2770	MEDICARE	395.00	181.70	145.36
1528507	DOCHER, MOZELL	05/12/04	2770	MEDICARE	80.00	36.80	29.44
1528594	DOCHER, MOZELL	07/01/04	2770	MEDICARE	120.00	55.20	44.16
1528716	DOCHER, MOZELL	07/01/04	2770	MEDICARE	451.80	207.83	166.26
1528515	DOTSON, MAE	04/03/04	2770	MEDICARE	50.00	0.00	0.00
1528595	DOUGLAS, KENNETH	07/03/04	2770	MEDICARE	118.50	54.51	43.61
1528715	DOUGLAS, KENNETH	07/03/04	2770	MEDICARE	313.50	144.21	115.37
1528516	DOWNING, LUCILLE	05/24/04	2770	MEDICARE	50.00	0.00	0.00
1528517	DUETT, TOMMY	05/19/04	2770	MEDICARE	50.00	0.00	0.00
1528518	DUETT, THOMAS	04/21/04	2770	MEDICARE	270.00	124.20	99.36
1528520	DUFF, GENEVA	04/22/04	2770	MEDICARE	50.00	0.00	0.00
1528724	EARBY, EVIA	07/09/04	2770	MEDICARE	241.00	110.86	88.69
1528519	EDWARDS, ERCEL	04/07/04	2770	MEDICARE	290.00	0.00	0.00
1528554	ELLISON, ZENIE	04/22/04	2770	MEDICARE	330.00	151.80	121.44
1528714	EVANS, KEITH	07/07/04	2770	MEDICARE	340.00	156.40	125.12
1528521	FAIR, FAYTONIA	05/18/04	2770	MEDICARE	50.00	0.00	0.00
1528522	FAIR, HATTIE	05/31/04	2770	MEDICARE	50.00	0.00	0.00
1528523	FAIR, HATTIE	05/03/04	2770	MEDICARE	50.00	0.00	0.00
1528524	FAIR, HANNAH	06/11/04	2770	MEDICARE	390.00	179.40	143.52
1528555	FAIR, FAYTONIA	04/25/04	2770	MEDICARE	300.00	138.00	110.40
1528562	FAIR, MODENA	07/04/04	2770	MEDICARE	175.00	80.50	64.40
1528833	FAIR, MODENA	07/04/04	2770	MEDICARE	3360.00	1545.60	1236.48
1528713	FLOYD, LELA	06/30/04	2770	MEDICARE	295.00	135.70	108.56

08/05/04 08:10:27 am  
REPORT P180

MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.

Provider ID: 27600

ACKERMAN, MS 39735

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528525	FONDREN, WAYMON	05/12/04	2770	MEDICARE	95.00	43.70	34.96
1528526	FONDREN, WAYMON	05/07/04	2770	MEDICARE	355.00	163.30	130.64
1528527	FOX, JUNE	05/12/04	2770	MEDICARE	50.00	0.00	0.00
1528528	FOX, J.T JR	04/21/04	2770	MEDICARE	50.00	0.00	0.00
1528529	FULCE, NANNIE	05/18/04	2770	MEDICARE	215.00	98.90	79.12
1528530	FULGHAM, MARTHA	05/04/04	2770	MEDICARE	50.00	0.00	0.00
1528531	FULGHAM, JOSEPH	05/24/04	2770	MEDICARE	40.00	0.00	0.00
1528532	FULGHAM, JOSEPH	04/29/04	2770	MEDICARE	240.00	110.40	88.32
1528533	FULGHAM, FLOYD	05/31/04	2770	MEDICARE	50.00	0.00	0.00
1528556	FULGHAM, CORA	04/02/04	2770	MEDICARE	315.00	0.00	0.00
1528557	FULGHAM, CORA	04/07/04	2770	MEDICARE	70.00	0.00	0.00
1528563	FULGHAM, FLOYD	07/12/04	2770	MEDICARE	25.00	0.00	0.00
1528596	FULGHAM, HELEN	06/28/04	2770	MEDICARE	25.00	0.00	0.00
1528712	FULGHAM, HELEN	06/28/04	2770	MEDICARE	100.00	46.00	36.80
1528725	FULGHAM, NOAH	07/08/04	2770	MEDICARE	65.00	0.00	0.00
1528831	FULGHAM, MARTHA	07/13/04	2770	MEDICARE	244.00	112.24	89.79
1528832	FULGHAM, FLOYD	07/12/04	2770	MEDICARE	100.00	46.00	36.80
1528711	FULLER, OMA	06/30/04	2770	MEDICARE	105.00	48.30	38.64
1528830	GLADNEY, MAE	06/22/04	2770	MEDICARE	285.00	131.10	104.88
1528820	GUESS, MARGARET	07/06/04	2770	MEDICARE	25.00	0.00	0.00
1528564	HANDER, ELMA	06/15/04	2770	MEDICARE	165.00	75.90	60.72
1528597	HANDER, ELMO	06/15/04	2770	MEDICARE	165.00	75.90	60.72
1528819	HANDER, ELMO	06/16/04	2770	MEDICARE	3652.55	1680.17	1344.14
1528818	HENDERSON, JIMMIE	07/06/04	2770	MEDICARE	40.00	0.00	0.00
1528817	HOFFMAN, JAMES	03/24/04	2770	MEDICARE	579.00	0.00	0.00
1528816	HUNT, ORVILLE	06/29/04	2770	MEDICARE	40.00	0.00	0.00
1528814	IRVING, PRENTISS	07/07/04	2770	MEDICARE	110.00	50.60	40.48
1528815	IRVING, PRENTISS	07/05/04	2770	MEDICARE	254.00	116.84	93.47
1528813	JAMES, IMOGENE	06/29/04	2770	MEDICARE	65.00	0.00	0.00
1528565	JENKINS, JO ANN	07/05/04	2770	MEDICARE	77.00	35.42	28.34
1528811	JENKINS, PHYLLIS	07/09/04	2770	MEDICARE	40.00	0.00	0.00
1528812	JENKINS, PHYLLIS	07/07/04	2770	MEDICARE	40.00	0.00	0.00
1528810	JONES, FARRAH	06/21/04	2770	MEDICARE	110.00	50.60	40.48
1528598	KELLEY, MARION	06/04/04	2770	MEDICARE	160.00	73.60	58.88
1528807	KELLEY, TOMMYE	07/06/04	2770	MEDICARE	149.00	68.54	54.83
1528808	KELLEY, TOMMYE	06/22/04	2770	MEDICARE	80.00	36.80	29.44
1528809	KELLEY, MARION	06/04/04	2770	MEDICARE	6749.40	3104.72	2483.78
1533918	KELLEY, MARION	06/09/04	2770	MEDICARE	16730.35	7695.96	6156.77
1528806	KENNEDY, ELLEN	06/28/04	2770	MEDICARE	110.00	50.60	40.48
1528566	KILPATRICK, ROSA	06/21/04	2770	MEDICARE	60.00	0.00	0.00
1528829	KILPATRICK, ROSA	06/21/04	2770	MEDICARE	250.00	115.00	92.00
1528599	KIMBROUGH, GRACIE	06/16/04	2770	MEDICARE	135.00	62.10	49.68
1528792	KIMBROUGH, GRACIE	06/16/04	2770	MEDICARE	3457.85	1590.61	1272.49
1528790	KIRKWOOD, HENRY	07/06/04	2770	MEDICARE	250.00	119.60	95.68
1528791	KIRKWOOD, HENRY	07/02/04	2770	MEDICARE	220.00	101.20	80.96
1528789	LOLLAR, T.N.	07/09/04	2770	MEDICARE	40.00	0.00	0.00
1528827	LOLLAR, T.N.	07/13/04	2770	MEDICARE	300.00	138.00	110.40
1528828	LOLLAR, CHRISTINE	07/13/04	2770	MEDICARE	95.00	43.70	34.96
1528826	LUCAS, LEWIS	07/13/04	2770	MEDICARE	110.00	50.60	40.48



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FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type	Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528567		MARSHALL, PRISCILLA	06/15/04	2770	MEDICARE	135.00	62.10	49.68
1528825		MARSHALL, PRISCILLA	06/15/04	2770	MEDICARE	2081.55	957.51	766.01
1528568		MARTIN, CHARLES	07/11/04	2770	MEDICARE	165.00	75.90	60.72
1528824		MARTIN, CHARLES	07/11/04	2770	MEDICARE	1318.00	606.28	485.02
1528788		MCCBRIDE, ROSA	06/25/04	2770	MEDICARE	214.00	98.44	78.75
1528569		MCCRARY, SARAH	07/12/04	2770	MEDICARE	40.00	0.00	0.00
1528823		MCCRARY, SARAH	07/12/04	2770	MEDICARE	140.00	64.40	51.52
1528600		MCDANIEL, MARGARITE	07/10/04	2770	MEDICARE	105.00	48.30	38.64
1528787		MCDANIEL, MARGARITE	07/10/04	2770	MEDICARE	220.50	101.43	81.14
1528601		MCGAUGH, OPAL	07/08/04	2770	MEDICARE	30.00	0.00	0.00
1528786		MCGAUGH, OPAL	07/08/04	2770	MEDICARE	120.00	55.20	44.16
1528785		MELTON, ANNIE	07/07/04	2770	MEDICARE	564.00	259.44	207.55
1528570		MILES, MARY	07/09/04	2770	MEDICARE	165.00	75.90	60.72
1528602		MILES, MARY	06/14/04	2770	MEDICARE	160.00	73.60	58.88
1528603		MILES, MARY	07/03/04	2770	MEDICARE	26.00	0.00	0.00
1528782		MILES, MARY	07/03/04	2770	MEDICARE	2898.75	1333.43	1066.74
1528783		MILES, MARY	06/14/04	2770	MEDICARE	5115.85	2353.29	1882.63
1528784		MILES, MARY	07/09/04	2770	MEDICARE	1670.75	768.55	614.84
1528571		MILLER, JAMES	07/11/04	2770	MEDICARE	180.00	82.80	66.24
1528822		MILLER, JAMES	07/11/04	2770	MEDICARE	2055.50	945.53	756.42
1528572		MOORE, AURICE	06/22/04	2770	MEDICARE	140.00	64.40	51.52
1528821		MOORE, AURICE	06/22/04	2770	MEDICARE	386.00	177.56	142.05
1528781		MORGAN, MARTHA	07/07/04	2770	MEDICARE	419.00	192.74	154.19
1528847		NELLONS, JENNIE	07/12/04	2770	MEDICARE	65.00	0.00	0.00
1528604		NOWELL, AARON	07/01/04	2770	MEDICARE	133.50	61.41	49.13
1528778		NOWELL, AARON	07/07/04	2770	MEDICARE	110.00	50.60	40.48
1528779		NOWELL, AARON	07/02/04	2770	MEDICARE	223.50	102.81	82.25
1528780		NOWELL, AARON	06/24/04	2770	MEDICARE	354.00	162.84	130.27
1528846		NUNN, JUSTINE	07/13/04	2770	MEDICARE	65.00	0.00	0.00
1528573		PATTERSON, OMA	07/04/04	2770	MEDICARE	120.00	55.20	44.16
1528605		PATTERSON, OMA	06/21/04	2770	MEDICARE	52.00	0.00	0.00
1528777		PATTERSON, OMA	06/21/04	2770	MEDICARE	205.00	94.30	75.44
1528844		PATTERSON, OMA	07/13/04	2770	MEDICARE	110.00	50.60	40.48
1528845		PATTERSON, OMA	07/04/04	2770	MEDICARE	1454.20	668.93	535.14
1528606		PERRY, IMOGENE	04/28/04	2770	MEDICARE	50.00	0.00	0.00
1528775		PERRY, IMOGENE	04/28/04	2770	MEDICARE	7703.38	3543.55	2834.84
1528776		PERRY, IMOGENE	06/29/04	2770	MEDICARE	110.00	50.60	40.48
1528607		PORTER, NOVERTIS	05/19/04	2770	MEDICARE	195.00	89.70	71.76
1528774		PORTER, NOVERTIS	05/19/04	2770	MEDICARE	5386.60	2477.84	1982.27
1528608		POTTS, CHARLIE	06/18/04	2770	MEDICARE	30.00	0.00	0.00
1528773		POTTS, CHARLIE	06/18/04	2770	MEDICARE	315.00	144.90	115.92
1528609		POWELL, TED	06/19/04	2770	MEDICARE	435.00	200.10	160.08
1528772		POWELL, TED	06/19/04	2770	MEDICARE	9535.90	4386.51	3509.21
1528610		POWER, WILLIAM	06/25/04	2770	MEDICARE	30.00	0.00	0.00
1528771		POWER, WILLIAM	06/25/04	2770	MEDICARE	120.00	55.20	44.16
1528769		RAY, WILLIAM	06/10/04	2770	MEDICARE	404.00	185.84	148.67
1528770		RAY, VONNIE	07/06/04	2770	MEDICARE	110.00	50.60	40.48
1528574		RHODES, MAE	06/21/04	2770	MEDICARE	60.00	0.00	0.00
1528763		ROBINSON, NEVA	07/08/04	2770	MEDICARE	484.00	222.64	178.11

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DETAIL

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ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1528767	SANGSTER, ROSIE	07/09/04	2770	MEDICARE	539.00	247.94	198.35
1528611	SMITH, LOUISE	06/23/04	2770	MEDICARE	145.00	66.70	53.36
1528765	SMITH, LOUISE	06/23/04	2770	MEDICARE	2478.70	1140.20	912.16
1528766	SMITH, CHRISTINA	04/14/04	2770	MEDICARE	255.00	117.30	93.84
1528843	SMITH, LOUISE	03/25/04	2770	MEDICARE	65.00	0.00	0.00
1528764	SUBER, LILLIAN	06/24/04	2770	MEDICARE	259.00	119.14	95.31
1528575	SYKES, GEORGIA	04/07/04	2770	MEDICARE	60.00	0.00	0.00
1528612	TAYLOR, INEZ	06/30/04	2770	MEDICARE	77.00	35.42	28.34
1528763	TAYLOR, INEZ	06/30/04	2770	MEDICARE	300.00	138.00	110.40
1528762	TOWNSEND, JERRY	06/28/04	2770	MEDICARE	189.00	86.94	69.55
1533919	TURNIPSEED, ISODORA	04/21/04	2770	MEDICARE	27737.75	12759.37	10207.50
1528613	UPCHURCH, TERRY	07/01/04	2770	MEDICARE	120.00	55.20	44.16
1528614	UPCHURCH, TERRY	07/08/04	2770	MEDICARE	120.00	55.20	44.16
1528615	UPCHURCH SR, TERRY	06/25/04	2770	MEDICARE	120.00	55.20	44.16
1528616	UPCHURCH SR, TERRY	07/03/04	2770	MEDICARE	120.00	55.20	44.16
1528617	UPCHURCH SR, TERRY	07/06/04	2770	MEDICARE	120.00	55.20	44.16
1528757	UPCHURCH SR, TERRY	07/08/04	2770	MEDICARE	271.00	124.66	99.73
1528758	UPCHURCH SR, TERRY	07/06/04	2770	MEDICARE	235.00	108.10	86.48
1528759	UPCHURCH SR, TERRY	07/03/04	2770	MEDICARE	406.00	186.76	149.41
1528760	UPCHURCH SR, TERRY	07/01/04	2770	MEDICARE	233.00	107.18	85.74
1528761	UPCHURCH SR, TERRY	06/25/04	2770	MEDICARE	233.00	107.18	85.74
1528618	VAUGHN, JAMES	06/13/04	2770	MEDICARE	195.00	89.70	71.76
1528755	VAUGHN, JAMES	07/02/04	2770	MEDICARE	309.00	142.14	113.71
1528756	VAUGHN, JAMES	06/13/04	2770	MEDICARE	6866.55	3158.61	2526.89
1528754	WATKINS, WALTER	06/14/04	2770	MEDICARE	480.00	220.80	176.64
1528619	WEAVER, VERA	07/08/04	2770	MEDICARE	120.00	55.20	44.16
1528753	WEAVER, VERA	07/08/04	2770	MEDICARE	707.00	325.22	260.18
1528752	WEED, BOBBIE	07/06/04	2770	MEDICARE	25.00	0.00	0.00
1528620	WEEKS, MYRTIE	07/09/04	2770	MEDICARE	120.00	55.20	44.16
1528621	WEEKS, MYRTIE	07/04/04	2770	MEDICARE	120.00	55.20	44.16
1528750	WEEKS, MYRTIEA	07/04/04	2770	MEDICARE	795.50	365.93	292.74
1528751	WEEKS, MYRTIEA	07/09/04	2770	MEDICARE	281.00	129.26	103.41
1528749	WELCH, BOBBY	06/25/04	2770	MEDICARE	379.00	174.34	139.47
1528748	WOMACK, MAVIS	06/28/04	2770	MEDICARE	40.00	0.00	0.00
1528576	WOOD, EDITH	06/21/04	2770	MEDICARE	160.00	73.60	58.88
1528746	WOOD, RONNY	07/01/04	2770	MEDICARE	110.00	50.60	40.48
1528747	WOOD, EDITH	07/07/04	2770	MEDICARE	210.00	96.60	77.28
1528842	WOOD, RONNY	07/13/04	2770	MEDICARE	110.00	50.60	40.48
1528745	WOODARD, J.T.	07/10/04	2770	MEDICARE	214.00	98.44	78.75
1528622	WORRELL, VERNA	07/01/04	2770	MEDICARE	25.00	0.00	0.00
1528743	WORRELL, VERNA	07/07/04	2770	MEDICARE	75.00	34.50	27.60
1528744	WORRELL, VERNA	07/01/04	2770	MEDICARE	100.00	46.00	36.80
1529048	MADDOX, GARNER	04/28/04	3380	PHYSICIAN MUTUAL	190.00	87.40	69.92
1529047	MCCALISTER, GORDON	06/30/04	3520	PRIVATE HEALTH CARE SYSTEM	439.00	201.94	161.55
1529038	ADAMS, ALLEN	06/19/04	3930	TRICARE	819.00	376.74	301.39
1529111	ANDERSON, GLENDA	04/11/04	3930	TRICARE	250.00	115.00	92.00
1529112	ANDERSON, GLENDA	04/13/04	3930	TRICARE	9.00	0.00	0.00
1529115	ANDERSON, GLENDA	04/13/04	3930	TRICARE	9.00	0.00	0.00
1529116	ANDERSON, GLENDA	04/11/04	3930	TRICARE	250.00	0.00	0.00



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DETAILBRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529039	ASHFORD, DAISY	05/19/04	3930	TRICARE	605.00	278.30	222.64
1529031	DOBBS, AMANDA	06/13/04	3930	TRICARE	501.00	230.46	184.37
1529113	DOBBS, AMANDA	06/24/04	3930	TRICARE	62.00	0.00	0.00
1529114	DOBBS, AMANDA	06/11/04	3930	TRICARE	50.00	0.00	0.00
1529041	HUNT, XAVIER	06/01/04	3930	TRICARE	443.00	203.78	163.02
1529042	HUNT, XAVIER	07/06/04	3930	TRICARE	868.00	399.28	319.42
1529040	WILROY, JACOB	04/06/04	3930	TRICARE	340.00	0.00	0.00
1529035	JOHNS, BONNIE	06/28/04	3990	UNITED AMERICAN INSURANCE CO.	1289.60	593.22	474.58
1529038	HENDERSON, JAN	06/03/04	4320	GOLDEN RULE	150.00	69.00	55.20
1529154	BROWN, CARLOS	05/13/04	5210	BLUE CROSS OF CALIFORNIA	120.00	55.20	44.16
1529361	BROWN, CARLOS	05/13/04	5210	BLUE CROSS OF CALIFORNIA	318.00	146.28	117.02
1529362	HARDISTY, DEBRA	04/23/04	5210	BLUE CROSS OF CALIFORNIA	659.00	303.14	242.51
1529155	PARISH, JIMMIE	06/12/04	5210	BLUE CROSS OF CALIFORNIA	30.00	0.00	0.00
1529360	PARISH, JIMMIE	06/12/04	5210	BLUE CROSS OF CALIFORNIA	895.00	411.70	329.36
1529039	MCCORKLE, JOE	06/15/04	8840	GEHA	1074.00	494.04	395.23
1529090	ANDERSON, DOROTHY	06/14/04	16910	HEALTH COMP INS	65.00	0.00	0.00
1529091	ANDERSON, DOROTHY	06/28/04	16910	HEALTH COMP INS	40.00	0.00	0.00
1529092	ANDERSON, DOROTHY	06/28/04	16910	HEALTH COMP INS	40.00	0.00	0.00
1529093	ANDERSON, DOROTHY	06/14/04	16910	HEALTH COMP INS	65.00	0.00	0.00
1529050	WELCH, SHELLY	04/09/04	16910	HEALTH COMP INS	120.00	55.20	44.16
1529051	WELCH, SHELLY	07/09/04	16910	HEALTH COMP INS	480.00	220.80	176.64
1529052	WELCH, SHELLY	07/08/04	16910	HEALTH COMP INS	74.00	34.04	27.23
1529365	BISHOP, SARA	06/11/04	40360	BENEFIT PLANNER INC.	430.00	197.80	158.24
1529364	NOWELL, AMY	03/28/04	40360	BENEFIT PLANNER INC.	1028.50	0.00	0.00
1529071	PORTER, ALVIN	05/04/04	41630	AMERICAN FIDELITY	480.00	220.80	176.64
1529141	PEARSON, RACHEL	04/07/04	46360	BLUE CROSS OF KANSAS	190.00	0.00	0.00
1529341	PEARSON, RACHEL	04/08/04	46360	BLUE CROSS OF KANSAS	2971.90	1367.07	1093.66
1529076	TOOMBS, LAIKEN	06/03/04	48450	WAUSAU BENEFITS	265.00	121.90	97.52
1529102	BLACK, GERALDINE	06/08/04	48850	UNITED HEALTHCARE	40.00	0.00	0.00
1529103	BLACK, GERALDINE	06/08/04	48850	UNITED HEALTHCARE	40.00	0.00	0.00
1529104	GANDY, CEDRIC	05/24/04	48850	UNITED HEALTHCARE	85.00	39.10	31.28
1529032	NEIGHBORS, KATHALEENE	06/29/04	48850	UNITED HEALTHCARE	427.50	196.65	157.32
1529034	ROBERSON, KENNETH	07/07/04	48850	UNITED HEALTHCARE	328.50	151.11	120.89
1529033	STEPHENSON, HUGH	04/26/04	48850	UNITED HEALTHCARE	190.00	87.40	69.92
1529043	HEMPHILL, MINNIE	07/06/04	54390	TOTAL BENEFIT SERVICES	280.00	128.80	103.04
1529044	HEMPHILL, MINNIE	07/03/04	54390	TOTAL BENEFIT SERVICES	418.50	192.51	154.01
1529117	HEMPHILL, MINNIE	07/03/04	54390	TOTAL BENEFIT SERVICES	118.50	54.51	43.61
1529037	MCKINNEY, JARMEN	06/05/04	55410	TRUSTMARK INSURANCE	379.30	174.48	139.58
1529057	EARVIN, KIMBERLY	05/04/04	62720	GREAT WEST HEALTHCARE	349.00	160.54	128.43
1529030	CHAMBERS, MARY	06/15/04	63800	NPPN	257.00	118.22	94.58
1529105	CHAMBERS, MARY	06/14/04	63800	NPPN	50.00	0.00	0.00
1529106	CHAMBERS, MARY	07/07/04	63800	NPPN	50.00	0.00	0.00
1529107	CHAMBERS, MARY	06/14/04	63800	NPPN	50.00	0.00	0.00
1529108	CHAMBERS, MARY	07/07/04	63800	NPPN	50.00	0.00	0.00
1529057	THERESE, ALIES	06/01/04	68540	ANTHEM BLUE CROSS	284.00	130.64	104.51
1529058	CAIN, RICHARD	07/05/04	70290	AMERICAN LIFECARE	373.00	171.58	137.26
1529059	SCOGGINS, CHARLES	06/01/04	70290	AMERICAN LIFECARE	214.00	98.44	78.75
1529070	SCOGGINS, CHARLES	04/14/04	70290	AMERICAN LIFECARE	105.00	48.30	38.64
1529054	WALL, SUSAN	05/15/04	72800	CONNECTICUT GENERAL LIFE	493.50	227.01	181.61

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## MEDICAL TRACKING SERVICES, INC.

## CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

## DETAIL

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BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type	Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1533891		ATTERBERRY, WHITNEY	07/01/04	79990	MEDICAID-SNF	2067.30	1757.21	1405.77
1533893		BALLARD, MARY	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533894		BRELAND, NELLIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533895		BROOKS, BETTY	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533896		BROWN, SWANCY	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533897		CARTER, LILLIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533898		COLEMAN, LIZZIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533899		CORK, MATTIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533900		DEAN, HESTER	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533901		DUBOSE, MARY	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533902		DURHAM, BEULAH	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533892		EARVING, MALT	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533904		EDWARDS, ERCELL	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533905		EDWARDS, WILLIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533906		EMERSON, TERESA	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533889		EVANS, KEITH	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533907		EVERETT, MAGGIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533908		FULGHAM, CORA	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533909		FULGHAM, LAWRENCE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533910		FULGHAM, NOAH	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533911		FULLER, OMA	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533912		GUESS, MARGARET	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533913		GUINN, RUBY	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533914		JUNKIN, NANCY	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533903		KILPATRICK, ROSA	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533879		LIVINGSTON, BURA	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533869		LUCAS, LEWIS	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533870		MARTIN, DELOIS	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533871		MARTIN, JUDY	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533872		MILLER, ANJANETTE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533873		NOWELL, AARON	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533890		PATTERSON, OMA	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533874		POPE, JACKIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533875		RAY, MATTIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533876		RAY, VONNIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533877		RAY, HOWARD	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533878		SHELTON, MAGGIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533858		SMITH, LOUISE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533890		STARNES, BARBARA	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533881		STEVENSON, LEON	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533882		TAYLOR, WHITNEY	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533883		VAUGHN, CLIFFORD	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533884		VAUGHN, JAMES	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533885		WEED, BOBBIE	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533886		WOOD, EDITH	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533887		WOODWARD, ROBERT	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1533888		WORRELL, VERNA	07/01/04	79990	MEDICAID-SNF	4272.42	3631.56	2905.25
1529131		COLLINS, SUSAN	07/20/04	81470	GREAT WEST CARE HEALTH PLAN	90.00	41.40	33.12
1529363		EARNWELL, CASSANDRA	06/14/04	83820	BENESCRIP	569.50	261.97	209.58

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MEDICAL TRACKING SERVICES, INC.

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CLAIMS APPRAISAL REPORT

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AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type	Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529063		MURPHY, SYLVIA	07/05/04	84600	COLONIAL	652.15	299.99	239.99
1529055		ADAMS, DONNA	05/26/04	85600	HARRINGTON BENEFIT SERVICE	421.50	193.89	155.11
1529096		CALDERON, PENELOPHE	06/10/04	85600	HARRINGTON BENEFIT SERVICE	40.00	0.00	0.00
1529093		CALDERON, PENELOPHE	06/10/04	85600	HARRINGTON BENEFIT SERVICE	40.00	0.00	0.00
1529094		COMPTON, ADRIAN	04/29/04	85600	HARRINGTON BENEFIT SERVICE	85.00	39.10	31.28
1529095		COMPTON, ADRIAN	05/04/04	85600	HARRINGTON BENEFIT SERVICE	50.00	0.00	0.00
1529099		COMPTON, ADRIAN	04/29/04	85600	HARRINGTON BENEFIT SERVICE	85.00	0.00	0.00
1529100		COMPTON, ADRIAN	05/04/04	85600	HARRINGTON BENEFIT SERVICE	50.00	0.00	0.00
1529097		FLEMING, MARC	07/19/04	85600	HARRINGTON BENEFIT SERVICE	50.00	0.00	0.00
1529101		LANDON, NATHAN	07/20/04	85600	HARRINGTON BENEFIT SERVICE	50.00	0.00	0.00
1529054		WILLARD, SHANTILLA	06/14/04	85600	HARRINGTON BENEFIT SERVICE	309.00	142.14	113.71
1529075		MCCULLOCH, LINDA	07/01/04	88110	ACCLAIN	192.70	88.64	70.91
1529066		CHAMBERS, ERIC	05/24/04	88120	LIFE OF AMERICA	214.00	98.44	78.75
1529223		COLLINS, SUSAN	06/24/04	88130	MISSISSIPPI HEALTH PARTNE	441.50	203.09	162.47
1529314		ANDERSON, C.B	06/01/04	88150	BLUE CROSS 230	201.00	92.46	73.97
1529163		ARMSTRONG, CASEY	04/21/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529315		ARMSTRONG, CASEY	04/25/04	88150	BLUE CROSS 230	1296.55	596.41	477.13
1529164		ARTERBERRY, MELVIN	04/11/04	88150	BLUE CROSS 230	170.00	78.20	62.56
1529316		ARTERBERRY, MELVIN	04/11/04	88150	BLUE CROSS 230	400.00	184.00	147.20
1529165		BARKSDALE, ROMA	04/11/04	88150	BLUE CROSS 230	105.00	48.30	38.64
1529216		BARKSDALE, ERIC	06/23/04	88150	BLUE CROSS 230	50.00	0.00	0.00
1529213		BARKSDALE, ERIC	06/23/04	88150	BLUE CROSS 230	50.00	0.00	0.00
1529317		BARKSDALE, ROMA	03/29/04	88150	BLUE CROSS 230	391.00	0.00	0.00
1529313		BARKSDALE, ROMA	04/11/04	88150	BLUE CROSS 230	205.00	94.30	75.44
1529166		BAXTER, HEATHER	04/25/04	88150	BLUE CROSS 230	105.00	48.30	38.64
1529319		BAXTER, HEATHER	04/25/04	88150	BLUE CROSS 230	164.25	75.56	60.45
1529167		BLAKE, ANITA	07/04/04	88150	BLUE CROSS 230	160.00	73.60	58.88
1529320		BLAKE, ANITA	07/04/04	88150	BLUE CROSS 230	5687.85	2616.41	2093.13
1529246		BOWIE, ROBERT	05/25/04	88150	BLUE CROSS 230	254.00	116.84	93.47
1529163		BOYD, MYRA	04/11/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529244		BOYD, MYRA	04/16/04	88150	BLUE CROSS 230	1112.00	511.52	409.22
1529245		BOYD, MYRA	04/11/04	88150	BLUE CROSS 230	225.00	103.50	82.80
1529169		BRADLEY, DOMINIQUE	04/28/04	88150	BLUE CROSS 230	25.00	0.00	0.00
1529243		BRADLEY, DOMINIQUE	04/28/04	88150	BLUE CROSS 230	95.00	43.70	34.96
1529249		BROCK, RICKY	05/06/04	88150	BLUE CROSS 230	180.00	82.80	66.24
1529248		BROOKS, LINDA	05/06/04	88150	BLUE CROSS 230	215.00	98.90	79.12
1529293		BROWN, JAMES	06/19/04	88150	BLUE CROSS 230	5599.25	2575.66	2060.53
1529173		BUSBY, TONY	04/28/04	88150	BLUE CROSS 230	30.00	0.00	0.00
1529174		BUSBY, JANET	04/01/04	88150	BLUE CROSS 230	120.00	0.00	0.00
1529240		BUSBY, TONY	04/29/04	88150	BLUE CROSS 230	2756.65	1268.06	1014.45
1529241		BUSBY, TONY	05/03/04	88150	BLUE CROSS 230	373.65	171.88	137.50
1529242		BUSBY, TONY	04/28/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529247		BUSBY, JANET	04/01/04	88150	BLUE CROSS 230	375.00	0.00	0.00
1529172		CARLISLE, VIRGINIA	04/28/04	88150	BLUE CROSS 230	60.00	0.00	0.00
1529215		CARLISLE, VIRGINIA	06/11/04	88150	BLUE CROSS 230	40.00	0.00	0.00
1529217		CARLISLE, VIRGINIA	06/11/04	88150	BLUE CROSS 230	40.00	0.00	0.00
1529239		CARLISLE, VIRGINIA	04/28/04	88150	BLUE CROSS 230	230.00	105.80	84.64
1529162		CARTER, JOEL	06/12/03	88150	BLUE CROSS 230	120.00	0.00	0.00
1529294		CARTER, LOGAN	04/03/04	88150	BLUE CROSS 230	272.00	0.00	0.00

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MEDICAL TRACKING SERVICES, INC.

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CLAIMS APPRAISAL REPORT

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AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.

Provider ID: 27600

ACKERMAN, MS 39735

Claim No	Type	Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529171		CHANDLER, ERIN	04/19/04	88150	BLUE CROSS 230	25.00	0.00	0.00
1529238		CHANDLER, ERIN	04/19/04	88150	BLUE CROSS 230	100.00	46.00	36.80
1529206		COLEMAN, TYSON	06/14/04	88150	BLUE CROSS 230	65.00	0.00	0.00
1529214		COLEMAN, TYSON	06/14/04	88150	BLUE CROSS 230	65.00	0.00	0.00
1529213		CORK, WILLIE	06/21/04	88150	BLUE CROSS 230	65.00	0.00	0.00
1529219		CORK, WILLIE	06/21/04	88150	BLUE CROSS 230	65.00	0.00	0.00
1529237		CORK, WILLIE	06/21/04	88150	BLUE CROSS 230	110.00	50.60	40.48
1529177		DANTZLER, TASHELIA	04/20/04	88150	BLUE CROSS 230	150.00	69.00	55.20
1529236		DATZLER, TASHELIA	04/20/04	88150	BLUE CROSS 230	469.00	215.74	172.59
1529176		DOTSON, SANDRA	04/17/04	88150	BLUE CROSS 230	105.00	48.30	38.64
1529235		DOTSON, SANDRA	04/17/04	88150	BLUE CROSS 230	250.00	115.00	92.00
1529175		DUCKWORTH, CATHY	05/13/04	88150	BLUE CROSS 230	80.00	36.80	29.44
1529234		DUCKWORTH, CATHY	05/13/04	88150	BLUE CROSS 230	295.00	135.70	108.56
1529180		ESTES, PRINCESS	05/23/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529233		ESTES, PRINCESS	05/23/04	88150	BLUE CROSS 230	165.00	75.90	60.72
1529179		EVANS, VERONICA	06/18/04	88150	BLUE CROSS 230	105.00	48.30	38.64
1529232		EVANS, VERONICA	06/18/04	88150	BLUE CROSS 230	121.00	55.66	44.53
1529173		FAIR, COLDONIA	06/07/04	88150	BLUE CROSS 230	165.00	75.90	60.72
1529230		FAIR, COLDONIA	07/01/04	88150	BLUE CROSS 230	284.00	130.64	104.51
1529231		FAIR, COLDONIA	06/07/04	88150	BLUE CROSS 230	695.00	319.70	255.76
1529182		FANCHER, DAVID	04/19/04	88150	BLUE CROSS 230	30.00	0.00	0.00
1529183		FANCHER, DAVID	04/12/04	88150	BLUE CROSS 230	30.00	0.00	0.00
1529223		FANCHER, DAVID	04/19/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529229		FANCHER, DAVID	04/12/04	88150	BLUE CROSS 230	185.00	85.10	68.08
1529181		FORRESTER, CLAYTON	04/26/04	88150	BLUE CROSS 230	27.00	0.00	0.00
1529212		FORRESTER, CLAYTON	06/21/04	88150	BLUE CROSS 230	40.00	0.00	0.00
1529227		FORRESTER, CLAYTON	04/26/04	88150	BLUE CROSS 230	100.00	46.00	36.80
1529226		GAMBLE, RETHA	07/06/04	88150	BLUE CROSS 230	309.00	142.14	113.71
1529189		GRAY, MARSHALL	06/22/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529301		GRAY, MARSHALL	06/22/04	88150	BLUE CROSS 230	180.00	82.80	66.24
1529188		HATCHETT, KYRELL	04/28/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529302		HATCHETT, KYRELL	04/28/04	88150	BLUE CROSS 230	108.00	49.68	39.74
1529303		HAYNES, MARY	03/23/04	88150	BLUE CROSS 230	40.00	0.00	0.00
1529304		HAYNES, MARY	03/30/04	88150	BLUE CROSS 230	40.00	0.00	0.00
1529305		HAYNES, MARY	05/04/04	88150	BLUE CROSS 230	150.00	69.00	55.20
1529306		HAYNES, MARY	05/11/04	88150	BLUE CROSS 230	40.00	0.00	0.00
1529307		HAYNES, MARY	05/18/04	88150	BLUE CROSS 230	40.00	0.00	0.00
1529309		HAYNES, MARY	07/07/04	88150	BLUE CROSS 230	40.00	0.00	0.00
1529187		HENSON, MARTY	04/25/04	88150	BLUE CROSS 230	80.00	36.80	29.44
1529308		HENSON, MARTY	04/25/04	88150	BLUE CROSS 230	170.25	78.32	62.66
1529186		HUNT, ROSE	03/27/04	88150	BLUE CROSS 230	120.00	0.00	0.00
1529310		HUNT, ROSE	03/27/04	88150	BLUE CROSS 230	374.00	0.00	0.00
1529185		JENSEN, CARMEN	04/09/04	88150	BLUE CROSS 230	130.00	59.80	47.84
1529311		JENSEN, CARMEN	04/09/04	88150	BLUE CROSS 230	260.00	119.60	95.68
1529312		JONES, MELISSA	04/29/04	88150	BLUE CROSS 230	175.00	80.50	64.40
1529313		JONES, MELISSA	06/04/04	88150	BLUE CROSS 230	259.00	119.14	95.31
1529184		JORDAN, NELSONIA	04/09/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529250		KILGORE, JESSE	06/11/04	88150	BLUE CROSS 230	699.00	321.54	257.23
1529196		LAINE, SALLIE	04/10/04	88150	BLUE CROSS 230	105.00	48.30	38.64



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AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529292	LAINIE, SALLIE	04/10/04	88150	BLUE CROSS 230	70.00	32.20	25.76
1529195	LANGFORD, JOHN	05/01/04	88150	BLUE CROSS 230	135.00	62.10	49.68
1529291	LANGFORD, JOHN	05/01/04	88150	BLUE CROSS 230	1379.00	634.34	507.47
1529191	LEE, TEKELIA	03/31/04	88150	BLUE CROSS 230	120.00	0.00	0.00
1529192	LEE, SHEILA	04/21/04	88150	BLUE CROSS 230	105.00	48.30	38.64
1529193	LEE, SHEILA	04/11/04	88150	BLUE CROSS 230	105.00	48.30	38.64
1529194	LEE, SAMUEL JR	04/20/04	88150	BLUE CROSS 230	184.00	84.64	67.71
1529287	LEE, TEKELIA	03/31/04	88150	BLUE CROSS 230	336.00	0.00	0.00
1529288	LEE, SHEILA	04/21/04	88150	BLUE CROSS 230	383.25	176.30	141.04
1529289	LEE, SHEILA	04/11/04	88150	BLUE CROSS 230	181.00	83.26	66.61
1529290	LEE, SAMUEL JR	04/20/04	88150	BLUE CROSS 230	780.00	358.80	287.04
1529295	LEE, TYSON	07/11/04	88150	BLUE CROSS 230	165.00	75.90	60.72
1529286	LITTELL, TAMMY	06/26/04	88150	BLUE CROSS 230	95.00	43.70	34.96
1529190	MCDANIEL, JEFFERY	04/06/04	88150	BLUE CROSS 230	145.00	0.00	0.00
1529285	MCDANIEL, CAMMIE	06/22/04	88150	BLUE CROSS 230	95.00	43.70	34.96
1529198	MCINTIRE, CHRISTOPHE	04/16/04	88150	BLUE CROSS 230	60.00	0.00	0.00
1529284	MCINTIRE, CHRISTOPHE	04/16/04	88150	BLUE CROSS 230	404.00	185.84	148.67
1529197	MCMINN, PENNEY	04/12/04	88150	BLUE CROSS 230	25.00	0.00	0.00
1529283	MCMINN, PENNEY	04/12/04	88150	BLUE CROSS 230	100.00	46.00	36.80
1529282	MILLER, MARKTRECE	04/16/04	88150	BLUE CROSS 230	205.00	94.30	75.44
1529281	MONGEON, TRACI	06/25/04	88150	BLUE CROSS 230	95.00	43.70	34.96
1529196	MOORE, CALYX	04/08/04	88150	BLUE CROSS 230	334.00	153.64	122.91
1529200	NOWELL, AMY	07/10/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529280	NOWELL, AMY	07/10/04	88150	BLUE CROSS 230	442.00	203.32	162.66
1529201	PAULK, JUSTIN	05/11/04	88150	BLUE CROSS 230	105.00	48.30	38.64
1529279	PAULK, JUSTIN	05/11/04	88150	BLUE CROSS 230	163.75	75.33	60.26
1529277	PETERSON, SHEILA	04/27/04	88150	BLUE CROSS 230	509.00	234.14	187.31
1529278	PETERSON, SHEILA	05/05/04	88150	BLUE CROSS 230	95.00	43.70	34.96
1529276	PORTER, HAZEL	04/26/04	88150	BLUE CROSS 230	309.00	142.14	113.71
1529275	REED, DAVID	07/02/04	88150	BLUE CROSS 230	70.00	32.20	25.76
1529205	RHODES, MARSHALL	06/23/04	88150	BLUE CROSS 230	30.00	0.00	0.00
1529274	RHODES, MARSHALL	06/23/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529296	RHODES, KEVIN	07/12/04	88150	BLUE CROSS 230	214.00	98.44	78.75
1529273	RICHARDSON, ROEBIE	04/29/04	88150	BLUE CROSS 230	189.00	86.94	69.55
1529272	RIVES, BETTY	06/04/04	88150	BLUE CROSS 230	378.00	173.88	139.10
1529203	ROBINSON, GWENDOLYN	04/07/04	88150	BLUE CROSS 230	130.00	0.00	0.00
1529204	ROBINSON, GARY	06/24/04	88150	BLUE CROSS 230	25.00	0.00	0.00
1529270	ROBINSON, GWENDOLYN	04/07/04	88150	BLUE CROSS 230	267.00	0.00	0.00
1529271	ROBINSON, GRAY	06/24/04	88150	BLUE CROSS 230	1426.40	656.14	524.91
1529268	ROOKS, GEORGE	07/06/04	88150	BLUE CROSS 230	110.00	50.60	40.48
1529269	ROOKS, GEORGE	06/24/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529267	SELLERS, JED	04/08/04	88150	BLUE CROSS 230	175.00	80.50	64.40
1529158	SMITH, SHAKETA	06/05/03	88150	BLUE CROSS 230	120.00	0.00	0.00
1529159	SMITH, MICHEAL	07/12/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529160	SMITH, MICHEAL	07/10/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529161	SMITH, SUSAN	08/17/03	88150	BLUE CROSS 230	105.00	0.00	0.00
1529170	SMITH, ANTAVIUS	02/02/03	88150	BLUE CROSS 230	105.00	0.00	0.00
1529297	SMITH, MICHAEL	07/12/04	88150	BLUE CROSS 230	160.00	73.60	58.88
1529202	STEADMAN, TERESA	04/09/04	88150	BLUE CROSS 230	147.00	67.62	54.10

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MEDICAL TRACKING SERVICES, INC.

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CLAIMS APPRAISAL REPORT

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AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

BRANDYWINE HEALTH SERVICES OF MISS, INC.  
ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529266	STEADMAN, TERESA	04/09/04	88150	BLUE CROSS 230	260.50	119.83	95.86
1529298	STEADMAN, TERESA	07/11/04	88150	BLUE CROSS 230	319.00	146.74	117.39
1529265	TAYLOR, WHITNEY	04/14/04	88150	BLUE CROSS 230	75.00	34.50	27.60
1529263	TRIPLETT, SHARON	04/28/04	88150	BLUE CROSS 230	309.00	142.14	113.71
1529264	TRIPLETT, MARTICE	05/12/04	88150	BLUE CROSS 230	162.00	74.52	59.62
1529262	WHITE, ALTHEA	04/11/04	88150	BLUE CROSS 230	30.00	0.00	0.00
1529211	WHITTINGTON, SHANNON	03/29/04	88150	BLUE CROSS 230	150.00	0.00	0.00
1529261	WHITTINGTON, SHANNON	03/29/04	88150	BLUE CROSS 230	907.50	0.00	0.00
1529210	WILLIAMS, JERRY	04/21/04	88150	BLUE CROSS 230	30.00	0.00	0.00
1529260	WILLIAMS, JERRY	04/21/04	88150	BLUE CROSS 230	230.00	105.80	84.64
1529259	WINTERS, PAMELA	05/01/04	88150	BLUE CROSS 230	394.00	181.24	144.99
1529209	WISE, AVIS	06/20/04	88150	BLUE CROSS 230	120.00	55.20	44.16
1529258	WISE, GREGORY	05/11/04	88150	BLUE CROSS 230	404.00	185.84	148.67
1529256	WISE, AVIS	06/25/04	88150	BLUE CROSS 230	205.00	94.30	75.44
1529257	WISE, AVIS	06/20/04	88150	BLUE CROSS 230	588.00	270.48	216.38
1529258	WISE, AVIS	04/21/04	88150	BLUE CROSS 230	309.00	142.14	113.71
1529299	WISE, AVIS	06/28/04	88150	BLUE CROSS 230	255.00	117.30	93.84
1529208	WOODARD, BILLY	06/25/04	88150	BLUE CROSS 230	27.00	0.00	0.00
1529254	WOODARD, BILLY	06/25/04	88150	BLUE CROSS 230	100.00	46.00	36.80
1529207	WORKS, ALEXA	06/23/04	88150	BLUE CROSS 230	135.00	62.10	49.68
1529253	WORKS, ALEXA	03/22/04	88150	BLUE CROSS 230	374.00	0.00	0.00
1529300	WORTHY, BERTHA	12/31/03	88150	BLUE CROSS 230	295.50	0.00	0.00
1529251	WRAGGS, DOUGLAS	07/02/04	88150	BLUE CROSS 230	175.00	80.50	64.40
1529252	WRAGGS, DOUGLAS	06/25/04	88150	BLUE CROSS 230	385.00	177.10	141.68
1529140	VOWELL, BELINDA	04/29/04	88160	BLUE CROSS OF NEW YORK	80.00	36.80	29.44
1529339	VOWELL, BELINDA	05/13/04	88160	BLUE CROSS OF NEW YORK	65.00	0.00	0.00
1529340	VOWELL, BELINDA	04/29/04	88160	BLUE CROSS OF NEW YORK	779.00	358.34	286.67
1529137	BAXTER, BRUCE	05/22/04	88170	BLUE CROSS OF N. DAKO	50.00	0.00	0.00
1529138	BAXTER, BRUCE	05/22/04	88170	BLUE CROSS OF N. DAKO	50.00	0.00	0.00
1529135	COLLIER, JAMES	06/22/04	88170	BLUE CROSS OF N. DAKO	50.00	0.00	0.00
1529136	COLLIER, JAMES	06/22/04	88170	BLUE CROSS OF N. DAKO	50.00	0.00	0.00
1529139	FAIR, JACKIE	06/06/04	88170	BLUE CROSS OF N. DAKO	105.00	48.30	38.64
1529336	FAIR, JACKIE	06/06/04	88170	BLUE CROSS OF N. DAKO	222.00	102.12	81.70
1529338	JACKSON, JAMES	05/03/04	88170	BLUE CROSS OF N. DAKO	270.00	124.20	99.36
1529337	KEENAM, JAMES	07/12/04	88170	BLUE CROSS OF N. DAKO	180.00	82.80	66.24
1529335	KENNEDY, IVY	06/01/04	88170	BLUE CROSS OF N. DAKO	288.00	132.48	105.98
1529334	MCELROY, JENNIFER	06/11/04	88170	BLUE CROSS OF N. DAKO	110.00	50.60	40.48
1529333	SANDERS, JENNIFER	07/02/04	88170	BLUE CROSS OF N. DAKO	105.00	48.30	38.64
1529133	ASHFORD-SMITH, PATRICIA	05/12/04	88180	BLUE CROSS OF TENN	25.00	0.00	0.00
1529331	ASHFORD-SMITH, PATRICIA	05/12/04	88180	BLUE CROSS OF TENN	130.00	59.80	47.84
1529332	ASHFORD-SMITH, PATRICIA	05/13/04	88180	BLUE CROSS OF TENN	330.00	151.80	121.44
1529134	COLEMAN, BRENDA	06/05/04	88180	BLUE CROSS OF TENN	120.00	55.20	44.16
1529329	COLEMAN, BRENDA	06/05/04	88180	BLUE CROSS OF TENN	452.00	207.92	166.34
1529330	GOSS, MICHAEL	05/17/04	88180	BLUE CROSS OF TENN	45.00	0.00	0.00
1529132	FRANKS, JIMMY	06/02/04	88190	CAREMARK, INC	40.00	0.00	0.00
1529120	CARSON, ROBERT	07/20/04	88200	FLEXSTEEL INDS	40.00	0.00	0.00
1529061	HAYNES, MARY	06/15/04	88200	FLEXSTEEL INDS	40.00	0.00	0.00
1529118	BEARD, DOROTHY	05/08/04	88210	FOX EVERETT INC	50.00	0.00	0.00
1529119	BEARD, DOROTHY	05/08/04	88210	FOX EVERETT INC	50.00	0.00	0.00



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REPORT P180

MEDICAL TRACKING SERVICES, INC.

CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

DETAIL

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ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type	Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529157		DOSS, LEEOLA	06/10/04	88220	MS BAND OF CHOCTAW INDIAN	40.00	0.00	0.00
1529224		GATES, CARLA	06/18/04	88220	MS BAND OF CHOCTAW INDIAN	175.00	80.50	64.40
1529156		JORDAN, JEANIE	07/20/04	88220	MS BAND OF CHOCTAW INDIAN	65.00	0.00	0.00
1529225		LANE, ADRIAN	03/31/04	88220	MS BAND OF CHOCTAW INDIAN	518.00	0.00	0.00
1529046		ABBOTT, LETITIA	06/24/04	88230	PROFESSIONAL BENEFIT ADM	110.00	50.60	40.48
1529109		ABBOTT, LETITIA	06/24/04	88230	PROFESSIONAL BENEFIT ADM	55.00	0.00	0.00
1529110		ABBOTT, LETITIA	06/24/04	88230	PROFESSIONAL BENEFIT ADM	55.00	0.00	0.00
1529027		BLACK, FRANK	07/06/04	88240	STATE OF MS	125.00	57.50	46.00
1529128		BLACK, FRANK	07/06/04	88240	STATE OF MS	25.00	0.00	0.00
1529122		BLAKE, DEBORAH	04/14/04	88240	STATE OF MS	50.00	0.00	0.00
1529125		BLAKE, DEBORAH	04/14/04	88240	STATE OF MS	50.00	0.00	0.00
1529026		BOWLES, ROBERT	07/10/04	88240	STATE OF MS	260.00	119.60	95.68
1529127		BOWLES, ROBERT	07/10/04	88240	STATE OF MS	145.00	66.70	53.36
1529123		BROOKS, RONALD	05/06/04	88240	STATE OF MS	25.00	0.00	0.00
1529124		BROOKS, RONALD	05/06/04	88240	STATE OF MS	25.00	0.00	0.00
1529025		BUSBY, JANET	06/29/04	88240	STATE OF MS	165.00	75.90	60.72
1529121		GAMILL, WILLIA	06/15/04	88240	STATE OF MS	50.00	0.00	0.00
1529130		NEWMAN, MILLIE	07/12/04	88240	STATE OF MS	120.00	55.20	44.16
1529024		PADEN, BETTYIE	06/19/04	88240	STATE OF MS	3131.00	1440.26	1152.21
1529126		PADEN, BETTYIE	06/19/04	88240	STATE OF MS	280.00	128.80	103.04
1529129		SWINDLE, VICTORIA	08/05/03	88240	STATE OF MS	105.00	0.00	0.00
1529089		WEBB, JAMES	07/21/04	88250	HILL BROTHERS CONSTRUCTION	50.00	0.00	0.00
1529028		BROOKS, TARA	06/11/04	88260	MS PUBLIC ENTITY EMPLOYEE	50.00	0.00	0.00
1529029		BROOKS, TARA	06/11/04	88260	MS PUBLIC ENTITY EMPLOYEE	50.00	0.00	0.00
1529321		CROWDER, DARREN	06/04/04	88280	BLUE CROSS 230 CHIPS	320.00	147.20	117.76
1529323		JORDAN, NELSONIA	04/09/04	88280	BLUE CROSS 230 CHIPS	347.00	159.62	127.70
1529328		MCDANIEL, JEFFERY	04/06/04	88280	BLUE CROSS 230 CHIPS	247.50	0.00	0.00
1529326		MOORE, CALYX	04/08/04	88280	BLUE CROSS 230 CHIPS	359.65	165.44	132.35
1529325		MOSS, SARAH	06/25/04	88280	BLUE CROSS 230 CHIPS	414.00	190.44	152.35
1529327		PATTERSON, JUASITA	04/27/04	88280	BLUE CROSS 230 CHIPS	65.00	0.00	0.00
1529322		STACY, MARISSA	07/13/04	88280	BLUE CROSS 230 CHIPS	343.00	157.78	126.22
1529324		WOODARD, PORTIA	04/27/04	88280	BLUE CROSS 230 CHIPS	65.00	0.00	0.00
1529060		KINARD, MARIA	05/15/04	88290	GARAN/UNITED OF OMAHA	338.00	155.48	124.38
1529049		MCCORKLEY, QUENTIN	05/17/04	88300	HEARTLAND HEALTH PLAN	470.00	216.20	172.96
1529023		MCGEE, SHANTIA	06/23/04	88310	STARBRIDGE	287.00	132.02	105.62
1529022		HOWARD, BETTY	06/09/04	88320	ST PAUL MERCURY INSURANCE	550.00	253.00	202.40
1529021		KELLEY, RODNEY	06/23/04	88330	SOUTHWIRE COMPANY	65.00	0.00	0.00
1529045		IDOM, SULLA	06/15/04	88340	TAYLOR MACHINE WORKS	285.00	131.10	104.88
1529036		MITCHELL, DALVIA	03/26/04	88350	UNION NATIONAL	416.00	0.00	0.00
1529220		AEVERETTE, ROBERT	05/07/04	88360	MEADOWBROOK INS GROUP	893.10	410.83	328.66
1529053		ALAMANZA, GERMAN	05/07/04	88370	HARTFORD INS CO	447.50	205.85	164.68
1529221		JONES, JAMES	06/01/04	88380	MICS CLAIMS	385.00	0.00	0.00
1529222		PRUITT, JENNIFER	06/11/04	88380	MICS CLAIMS	109.00	0.00	0.00
1529056		INGRAM, JOHN	06/17/04	88390	INSUREX BENEFITS ADM INC	150.00	69.00	55.20
1529145		BAGWELL, JOHNNY	06/18/04	93500	BLUE CROSS OF ILLINOIS	310.00	142.60	114.08
1529359		BAGWELL, JOHNNY	06/18/04	93500	BLUE CROSS OF ILLINOIS	332.55	152.97	122.38
1529152		BRADLEY, LIANELL	05/20/04	93500	BLUE CROSS OF ILLINOIS	62.00	0.00	0.00
1529153		BRADLEY, LIANELL	05/20/04	93500	BLUE CROSS OF ILLINOIS	62.00	0.00	0.00
1529351		CARTER, ROBERT	05/25/04	93500	BLUE CROSS OF ILLINOIS	584.00	268.64	214.91

08/05/04 08:10:36 am  
REPORT P180

## MEDICAL TRACKING SERVICES, INC.

## CLAIMS APPRAISAL REPORT

AS OF 08/05/04

FOR PROVIDER 27600 BRANDYWINE HEALTH SERVICES OF MISS, INC.

## DETAIL

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ACKERMAN, MS 39735

Provider ID: 27600

Claim No	Type Patient Name	Date of Service	Payor ID	Payor	Gross Claim Amount	ENR	Advance
1529146	EAKIN, ZACKERY	05/28/04	93500	BLUE CROSS OF ILLINOIS	30.00	0.00	0.00
1529350	EAKIN, ZACKERY	05/28/04	93500	BLUE CROSS OF ILLINOIS	185.00	85.10	68.08
1529147	GATTI, GERALD	06/05/04	93500	BLUE CROSS OF ILLINOIS	22.00	0.00	0.00
1529349	GATTI, GERALD	06/05/04	93500	BLUE CROSS OF ILLINOIS	80.00	36.80	29.44
1529354	GLASS, CHARLEAN	07/09/04	93500	BLUE CROSS OF ILLINOIS	211.00	97.06	77.65
1529355	GLASS, FOSTER	03/23/04	93500	BLUE CROSS OF ILLINOIS	219.00	0.00	0.00
1529356	GLASS, FOSTER	04/22/04	93500	BLUE CROSS OF ILLINOIS	110.00	50.60	40.48
1529357	JOHNSON, BETTY	05/03/04	93500	BLUE CROSS OF ILLINOIS	349.00	160.54	128.43
1529148	KEETON, JOHNNY	04/09/04	93500	BLUE CROSS OF ILLINOIS	120.00	55.20	44.16
1529358	KEETON, JOHNNY	04/09/04	93500	BLUE CROSS OF ILLINOIS	289.00	132.94	106.35
1529347	KILGORE, JENNIFER	05/28/04	93500	BLUE CROSS OF ILLINOIS	30.00	0.00	0.00
1529348	KILGORE, JENNIFER	06/01/04	93500	BLUE CROSS OF ILLINOIS	85.00	39.10	31.28
1529149	MILLER, MARQUELIUS	05/08/04	93500	BLUE CROSS OF ILLINOIS	145.00	66.70	53.36
1529346	MILLER, MARQUELIUS	05/08/04	93500	BLUE CROSS OF ILLINOIS	425.75	195.85	156.68
1529142	MCSLEY, RODNEY	06/25/04	93500	BLUE CROSS OF ILLINOIS	162.00	0.00	0.00
1529150	MCSLEY, RODNEY	06/25/04	93500	BLUE CROSS OF ILLINOIS	162.00	0.00	0.00
1529344	MCSLEY, RODNEY	06/25/04	93500	BLUE CROSS OF ILLINOIS	503.00	231.38	185.10
1529345	MCSLEY, JANALVIN	06/17/04	93500	BLUE CROSS OF ILLINOIS	65.00	0.00	0.00
1529143	SMITH, ANTHONY	02/22/03	93500	BLUE CROSS OF ILLINOIS	120.00	0.00	0.00
1529144	SMITH, SHAKETA	12/24/03	93500	BLUE CROSS OF ILLINOIS	25.00	0.00	0.00
1529151	SMITH, SHONTEZ	06/18/04	93500	BLUE CROSS OF ILLINOIS	120.00	55.20	44.16
1529342	SMITH, ANTHONY	05/10/04	93500	BLUE CROSS OF ILLINOIS	65.00	0.00	0.00
1529343	SMITH, SHONTEZ	06/18/04	93500	BLUE CROSS OF ILLINOIS	387.50	178.25	142.60
1529352	SMITH, ANTHONY	05/10/04	93500	BLUE CROSS OF ILLINOIS	65.00	0.00	0.00
1529353	SMITH, SHONTEZ	02/17/04	93500	BLUE CROSS OF ILLINOIS	360.00	0.00	0.00
1529062	PEACOCK, SCOTT	03/25/04	94520	CORESOURCE	280.00	0.00	0.00

	# of Claims			
Totals:	1,006	559461.62	318957.38	255165.90

# Not Appr.	
384	34453.50

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as 10<sup>th</sup> day of August, 2004 by and between MCC Special Purpose Corporation VIII, (the "Buyer"), a Nevada corporation its address being 3770 Howard Hughes Parkway, Suite 301, Las Vegas, NV 89109 Medical Capital Corporation (the "Administrator"), a Nevada Corporation its office address being 2100 South State College Blvd, Anaheim, CA 92806 and Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation, ( the "Provider" ), its Federal I.D. number being 82-0543869 and its address being 148 West Cherry St., Ackerman, MS 39735 and its telecopy number being 662-285-2516.

## RECITALS

**WHEREAS**, the Provider is engaged in the business of providing medical services in Mississippi.

**WHEREAS**, Buyer desires to purchase from the Provider, and the Provider desires to sell to Buyer from time to time, the accounts receivable of the Provider described in Exhibit A attached hereto, and with respect to purchases subsequent to the Closing Date (as defined in Section 1.3 hereof) the accounts receivable described in Schedule 1 to the applicable Purchase Supplement, (being amounts due for each individual procedure, treatment, medical service or supply coded as a line item appearing on a billing form such as the HCFA 1500 or the UB 92) (collectively the "Accounts" and individually an "Account"), on the terms and subject to the conditions hereinafter set forth; and

**WHEREAS**, those capitalized terms which are not defined in any other provision hereof shall have the meaning given them in Section 9 of this Agreement.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing premises and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

### 1. Agreement to Sell and Agreement to Purchase.

**1.1 Assets to be Conveyed.** On the terms and subject to the conditions set forth in this Agreement, effective upon the Closing (as hereinafter defined), the Provider hereby conveys, transfers, assigns, sells and delivers to Buyer and Buyer hereby acquires, accepts and purchases from the Provider, all of the following (collectively, the "Assets"):

(a) the Accounts; and

(b) all tangible evidence of each Account, reconciliations, reports and any and all other documentation of any kind relating to such Accounts in the possession of or under the control of the Provider (collectively, the "Account Records"). Provider will, prior to closing, transmit electronically to Buyer the Account billing, in the face amount of the bill ("Billing Forms") sent to each patient and third party payor in connection with each Account, in such computer form and format as requested by Buyer.

**1.2 Further Assurances.** From time to time on and after the Closing (as hereinafter defined), the Provider shall immediately execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery consents, assurances, powers of attorney and other instruments as may be requested by Buyer in order to vest in Buyer all right, title and interest of the Provider in and to the Assets and otherwise in order to carry out the purpose and intent of this Agreement.

**1.3 Closing.** Each closing for the purchase and sale of the Accounts and other Assets hereunder, including, without limitation, any subsequent purchases pursuant to Section 1.4 hereof (each a "Purchase" and collectively the "Purchases") shall take place at the offices of Medical Capital Corporation, being 2100 South State College Blvd, Anaheim, CA 92806, with an initial closing at 10:00 A.M. local time, on 8-10-04, or at such other time and place as the parties hereto shall mutually agree (each a "Closing" or a "Closing Date"). The Accounts to be initially sold and purchased hereunder are as identified in Exhibit A attached hereto, and the Accounts to be sold and purchased from time to time after the initial Closing Date shall be as identified in Schedule 1 to Purchase Supplements attached hereto. In addition, Provider shall deliver to Buyer the documents set forth in Section 7.2(d) of this Agreement with respect to such additional Accounts.

**1.4 Additional Purchase of Accounts.** Buyer intends to acquire additional Accounts from Provider after the initial Closing Date. Provider agrees to sell to Buyer Accounts for a period of one year after the initial Closing Date. Such sales of Accounts to Buyer shall be governed by the terms of this Agreement and the Purchase Price therefor shall be calculated and paid in the manner set forth in Section 2.1 of this Agreement. The Provider agrees to sell and the Buyer intends to purchase Accounts on a weekly basis.

**1.5 The Reserve Account** The Administrator will establish a reserve account. This reserve account will be owned, maintained, managed, and under the control of the Administrator. During the collection process, the reserve account will be credited with the deferred purchase price of the Accounts. The Administrator may make withdrawals from the reserve account to offset any monies which the Provider owes to the Buyer, or may owe to the Buyer in the future, as a result of the Buyers' purchase of Accounts from the Provider.

(a) The Administrator will furnish the Provider regular accounting of the reserve account. Such accounting will be delivered to the provider no later than the 15th day of each month, for the preceding monthly period, beginning no later than 90 days following the initial purchase date.

(b) If the Provider is not in default of any provisions of the Purchase Agreement, the Administrator will pay the Provider as additional payment for the accounts, an amount equal to all funds in the reserve account exceeding 25 per cent of the outstanding balance of the adjusted rate amount of the Accounts. This payment will be made no later than the 15th day of each month, for the preceding monthly period, beginning no later than 90 days following the initial purchase date.

(c) At such time as all additional purchases have been completed, all accounts collected, and the Provider is not in default of any provision of the purchase agreement, any amounts remaining in the reserve account will be paid to the Provider.

(d) Any default of Section 5.5 B, or any other section(s) herein this Agreement will result in an immediate surrender of all funds in the reserve account and applied to the benefit of the Administrator.

## **2. Consideration to be Paid by Buyer.**

**2.1 Purchase Price for the Assets.** Subject to Section 2.2 below, the purchase price for each Purchase (the "Purchase Price") shall be calculated and paid as follows:

(a) On the Closing Date for each Purchase, a percentage (the "Advance Rate Amount") equal to of the Adjusted Value of each of the Accounts included in such Purchase as set forth in Exhibit A hereto for the initial Purchase and in Schedule 1 to the applicable Purchase Supplement for subsequent Purchases.



(b) In addition to the Advance Rate Amount payable as of the Closing Date for each Purchase, subject to Sections 2.1(c), (d) and (e) hereof, Buyer shall deposit a deferred purchase price in the reserve account (the "Deferred Purchase Price") with respect to each of the Accounts included in any related Purchase in an amount equal to a percentage of the Adjusted Value of such Account, as set forth in Exhibit A hereto for the initial Purchase and in Schedule 1 to the applicable Purchase Supplement for subsequent Purchases.

(c) The Deferred Purchase Price with respect to an Account shall be deposited in the reserve account by Buyer after allocations to the reserve account and on the earlier of (i) the date on which Buyer shall have received aggregate collections in respect of all Accounts included in any Purchase hereunder in excess of an amount equal to the aggregate Adjusted Value of such Accounts less the aggregate amount of the Deferred Purchase Price for such Accounts or (ii) each of the Accounts included in the related Purchase has been collected in full by Buyer or otherwise settled by Buyer with the related Payor in full conformity with Provider's covenants, representations and warranties set forth herein. Buyer shall remit to the reserve account on the 15th day of each month after the month in which the Deferred Purchase Price becomes payable (the "Payment Date") in payment of such Deferred Purchase Price, the portion of such excess amount, if any, collected during the calendar month preceding such Payment Date until the earlier of (i) the date such Deferred Purchase Price shall have been paid in full and (ii) the date all such related Accounts have been collected by Buyer in full or written-off Buyer's books as uncollectible. Notwithstanding the above, Buyer, may, at its option, pay the Deferred Purchase Price by transferring and assigning the Accounts with respect to which the Deferred Purchase Price is payable to the Provider, in which case the Provider shall bear all costs and risks of collection of such Accounts. Buyer shall automatically deduct from the Deferred Purchase Price otherwise payable with respect to the Accounts included in any Purchase, the Adjusted Value of any Account included in any Purchase on the date it becomes classified, by Buyer, as uncollectible and any other amounts payable by Provider to Buyer hereunder.

(d) Notwithstanding the provisions set forth in Sections 2.1(b) and 2.1(c) hereof, in the event Buyer determines that a breach of any covenant, representation or warranty of the Provider hereunder has occurred with respect to an Account (an "Ineligible Account") and the Provider fails to substitute such Ineligible Account with a "Substitute Account" (as defined in and pursuant to Section 2.2 hereof), or the Provider fails to pay the deficiency amounts payable to Buyer pursuant to Section 2.2 hereof, then the Buyer shall offset the amount of the Deferred Purchase Price otherwise payable on the Accounts to the Provider by the amount of the related shortfall in the collections of the Adjusted Value on such Ineligible Accounts, and by all other amounts payable to Buyer hereunder.

(e) Notwithstanding the provisions set forth in Sections 2.1(b) and 2.1(c) hereof, in the event the Buyer determines that the Provider has breached any of its representations, warranties or covenants set forth herein, until Provider has cured such breach to Buyer's satisfaction, Buyer shall have no obligation to apply to the reserve account the Deferred Purchase Price.

(f) In the event that Buyer determines Provider has breached any of its representations, warranties or covenants contained in this Agreement, the Provider shall, upon demand by Buyer, repurchase from Buyer all of the Accounts for a price equal to the Adjusted Face Value of such Accounts, less collections actually received by Buyer on such Accounts, plus all other amounts payable to Buyer hereunder.

(g) Buyer will send on or before the 15th day of each month a collection activity report, as prepared by its collection agent, with regard to the Accounts for the preceding month's collection activities which shall reflect the collection status of the Accounts, a status report on the amount of the accrued reserve account and any adjustments made thereto on account of Ineligible Accounts.

## **2.2 Repurchase Obligation; Substitution of Accounts; Security Interest; Purchase Price Adjustment.**

(a) If (i) any recapture or set-off by any person, entity or governmental payor against any Account occurs after the Closing Date, or (ii) Provider breaches any representation or warranty or covenant with respect to

any Account set forth in this Agreement or in any Exhibit hereto, or in any Purchase Supplement or any document delivered in connection herewith (A) the Provider shall give written notice of such dispute, denial, refusal, notice of set-off or recapture or other claim affecting the Account or Accounts or breach of such representation, warranty or covenant to the Buyer along with copies of any correspondence in connection therewith, immediately, but in no event later than three (3) days following the date Provider learns of the dispute, denial, refusal, notice of set-off or recapture or other claim affecting the Accounts or a breach of such representation or warranty or covenant and (B) such Account, together with the Account Records relating thereto (collectively, the "Excluded Assets") shall, immediately upon demand by Buyer, be repurchased by Provider at a repurchase price equal to the Gross Face Value of such Accounts less any amount actually collected by Buyer with respect to such Excluded Assets or, at Buyer's option, substituted with another Eligible Account (a "Substitute Account") as provided herein. If any Excluded Assets are required to be substituted pursuant to this Section 2.2, additional current (i.e., not older than 30 days from the Billing Date) accounts receivable (collectively, the "Substitute Accounts"), together with all Account Records relating to such additional accounts receivable (collectively, the "Substitute Assets"), shall be substituted promptly by the Provider for such Excluded Assets until the Gross Face Value and Adjusted Value of such Substitute Assets is at least equal to the Gross Face Value and Adjusted Value of the Excluded Assets; provided, however, that all Substitute Assets must be approved in writing by the Buyer prior to the substitution and acceptance of such Assets by the Buyer hereunder. Any proposed Substitute Assets not approved by the Buyer shall be retained by the Provider, and the Provider shall offer to the Buyer additional proposed Substitute Assets until the Gross Face Value and Adjusted Value of the Substitute Assets accepted by the Buyer is at least equal to the Gross Face Value and Adjusted Value of the Excluded Assets.

(b) Should the amount collected (within 120 days of the Billing Date) on any Account (including Substitute Assets) purchased by Buyer be less than the amount of its Adjusted Value, then (whether or not Provider has delivered Substitute Accounts for such delinquent Accounts), unless such nonpayment is due to the bankruptcy, insolvency or financial inability of the Payor to pay such Account as demonstrated by the Provider to the satisfaction of Buyer, Provider shall remit to Buyer the amount of such difference between the Adjusted Value of the Account and the amount actually collected on such Account by Buyer as the repurchase price of such Accounts. The amount of said repurchase price shall be paid within four (4) business days of Provider's receipt of notice from Purchaser notifying Provider of said deficiency. The amount of said repurchase price shall be paid by delivery of a certified or bank check or, at Buyer's option, by the delivery of the repurchase price in Substitute Assets approved by the Buyer. In addition, in the event that any Accounts are not paid in full within 120 days of their respective Billing Dates and the Provider fails to repurchase such Accounts, the Buyer shall deduct, from the Advance Rate Amount and the Deferred Purchase Price otherwise payable for all Accounts with respect to any Purchase, an amount equal to the Adjusted Value of such uncollected Account less the Deferred Purchase Price thereof.

(c) The Provider shall pay or reimburse Buyer, upon demand, for all costs and expenses paid or incurred by Buyer in connection with its review and approval of Substitute Assets pursuant to this Section 2.2.

(d) It is the express intent of the parties that the transfer of the Accounts by the Provider to Buyer hereunder and pursuant to any Purchase Supplement be treated, and the parties hereby agree to so treat such transfers, as a sale of such Accounts, and not as a secured financing, between the Provider and Buyer for tax, accounting and all other purposes. However, in the alternative, in the event that any court of competent jurisdiction over the matter should determine that any Purchase is deemed to be a financing and not a true sale notwithstanding the express intent of the parties hereto that it be deemed a true sale, the Provider shall be obligated to pay Buyer an amount equal to the Adjusted Value of each Account on the 120th day following the respective date of service (i.e. the date the services or product was rendered) of such Account and the Provider hereby expressly grants to the Buyer a first lien upon and perfected security interest in all of the Accounts and other Assets described in Exhibit A hereto and in Schedule 1 to each Purchase Supplement, both presently and hereafter acquired by purchase or as Substitute Accounts, including all proceeds therefrom, and all funds due to the Provider from any other source whatsoever, relating to such Accounts or Substitute Accounts to secure performance of the Provider's obligations pursuant to this Agreement, including without limitation Provider's obligation to provide Substitute Assets and pay Buyer cash in lieu of Substitute Assets as provided in the first paragraph of this Section 2.2. Provider shall execute



such financing statements and other documentation as Buyer may request from time to time in order to perfect and protect Buyer's security interest in the Accounts and other Assets.

(e) All Substitute Accounts and Substitute Assets approved by the Buyer in accordance with this Section 2.2 shall, without further action by the parties hereto, be deemed "Accounts" and "Assets", respectively and as such shall be subject to all of the terms and conditions of this Agreement including, without limitation, all Provider's representations, warranties and covenants and Buyer's security interest therein. Notwithstanding anything herein to the contrary, if, for any reason, the Adjusted Value of the Substitute Assets is not at least equal to the Adjusted Value of the Excluded Assets, the Purchase Price shall be subject to post-Closing downward adjustment to compensate for such discrepancy. The amount of such adjustment shall be paid by the Provider to the Buyer by delivery of a certified or bank check or other form of cash equivalent requested by the Buyer within five (5) business days following such request.

**2.3 Payment of Purchase Price.** On the Closing Date for each Purchase, Buyer shall pay to the Provider the Advance Rate Amount by wire transfer in immediately available funds into an account designated by Provider in writing or by certified check.

**2.4 Additional Security.** As additional security for the Provider's performance of its representations, warranties, covenants and agreements set forth in this Agreement, the Provider hereby grants to the Buyer a first lien upon and perfected security interest in all accounts receivable of the Provider (other than the Accounts) both presently existing and hereafter created, including all proceeds therefrom, and all funds due to the Provider from any other source whatsoever relating to such accounts. Provider shall execute such financing statements and other documentation as Buyer may request from time to time in order to perfect and protect Buyer's security interest in such accounts. Upon the breach by Provider of any of its representations, warranties or covenants hereunder as determined by Buyer, Provider hereby (i) authorizes Buyer to instruct the Payors to make payment on such accounts directly to the Buyer and (ii) consents to the appointment of a receiver to take control of and to collect and liquidate for the benefit of Buyer all collateral pledged hereunder.

**3. Liabilities Not Assumed by Buyer.** Provider covenants, represents and warrants that the Buyer shall not be deemed by anything contained in this Agreement to have assumed liabilities relating to, or arising out of, the Assets, including, without limitation, the following (hereinafter collectively referred to as "Retained Liabilities"):

(a) Any liability of the Provider to any person or entity, the existence of which constitutes a breach of any covenant, agreement, representation or warranty of the Provider contained in this Agreement;

(b) Any liability of the Provider for any federal, state, municipal, local or foreign taxes, assessments, additions to tax, interest, penalties, deficiencies, duties, fees and other government charges or impositions of each and every kind or description, whether measured by properties, assets, wages, payroll, purchases, value added, payments, sales, use, business, capital stock, surplus or income with respect to ownership of the Assets up to and including the related Closing Date with respect to such Assets;

(c) Any liability or obligation (contingent or otherwise) of the Provider to any person or entity arising out of any litigation, claim, arbitration or other proceeding;

(d) Any liabilities or obligations of any kind whatsoever relating to any action or inaction by any person or entity, including, without limitation, any of the Provider's officers, directors, shareholders, employees, agents, representatives or independent contractors (collectively, "Agents"), relating in any way to the services rendered by any of them in connection with the Accounts or the servicing of any of the Accounts in the case of such servicing up to and including the Closing Date;

(e) Any liability or obligation (contingent or otherwise) of the Provider arising out of defects in or mislabeling of, or damages to persons or property arising out of defects or mislabeling of, products (including, without limitation, prescription medications) manufactured, sold, or prescribed by the Provider in connection with any of the Accounts;

(f) Any liability or obligation of the Provider to compensate any person or entity, including, without limitation, any agent, licensor, supplier, distributor or customer of the Provider, in respect of any services rendered or products manufactured, sold or prescribed in connection with the Accounts; and

(g) Any recapture, set-off, or other claim made by any third party payor against the Accounts.

4. **Representations and Warranties of the Provider.** The Provider represents and warrants to Buyer as follows:

4.1 **Organization and Good Standing.** The Provider is a corporation or a professional association duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, with full power to carry on its business as it is now operated and to own the Assets and convey good and marketable title and ownership of the Assets to Buyer. The Provider is qualified to do business and is in good standing in each jurisdiction in which the nature of its business or the character of its properties makes such qualification necessary.

4.2 **Proper Authority.** The Provider has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all other Agreements and instruments to be executed by the Provider in connection herewith have been (or upon execution will have been) duly executed and delivered by the Provider, have been effectively authorized by all necessary action, corporate or otherwise, and constitute (or upon execution will constitute) legal, valid and binding obligations of the Provider in accordance with their respective terms.

4.3 **Ownership of Assets.** The Provider is the lawful owner of each of the Assets, and all Assets are free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind or nature whatsoever (collectively, "Liens"). The execution and delivery to Buyer of this Agreement and, if applicable, the instruments of transfer of ownership contemplated by this Agreement will vest good and marketable title to the Assets in Buyer free and clear of all Liens and shall constitute a true sale of the Accounts under applicable law (including for tax and accounting purposes) and not a secured financing. Without limiting the generality of the foregoing, none of the Assets is subject to any contract, agreement or understanding (other than this Agreement), whether oral or written, or any indenture or other instrument to which the Provider is a party or by which it is bound (collectively, "Contracts") which subjects the Assets to any Lien or conveyance of any interest therein.

4.4 **Agreement Not In Breach of Other Instruments.** The execution and delivery of this Agreement by the Provider and the consummation of the transactions contemplated hereby will not result in a breach of any of the terms and provisions of, or constitute a default under, or conflict with, any Contract, the Articles or Certificate of Incorporation or Bylaws of the Provider, any judgment, decree, order or award of any court, governmental body or arbitrator or any federal, state, municipal, local or foreign laws, statute, ordinance, rule or regulation (collectively, "Laws") applicable to the Provider.

4.5 **Litigation.** There are no claims, disputes, actions, proceedings or investigations of any nature pending or, to the best knowledge of the Provider, threatened, against or involving the Provider or any of its Agents that relate in any way to any of the Assets or to the services rendered in connection therewith (the "Services"). Further, there are no injunctions, writs, restraining orders or other orders of any nature against Provider that adversely affect Provider's performance of the agreements and transactions contemplated in this Agreement, and there are no proceedings or investigations pending or threatened which adversely affect the payment or enforceability of the Accounts.

**4.6 Regulatory Approvals.** All consents, approvals, authorizations and other requirements prescribed by any law, rule or regulation which must be obtained or satisfied by the Provider and which are necessary for the execution, delivery and performance by the Provider of this Agreement, the documents to be executed and delivered by the Provider in connection herewith and for the rendering of the Services by the Provider have been obtained and satisfied.

**4.7 Compliance With Law.** With respect to the Assets and the Services, neither the Provider nor any of its agents has violated, and on the date hereof does not violate, in any respect, any law, rule or regulation. Neither the Provider nor any of its agents has received any notice of any such violation.

(a) The Provider shall maintain compliance, in the context of this Purchase Agreement, with the laws governing the sale and assignment of Medicare and Medicaid claims under the Medicare program pursuant to 42 U.S.C. &1395 et seq., and regulations adopted under the authority thereof and the Medicaid program adopted by any state pursuant to 42 U.S.C. &1396 et seq., and regulations adopted under the authority thereof, and every intermediary, carrier and administrator of any such programs.

**4.8 Disclosure.** The information provided and to be provided by the Provider to the Buyer under or in connection with this Agreement, each Purchase Supplement and in any Exhibit or Schedule hereto and thereto, or in any other writing hereto does not and will not contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made not false or misleading. Copies of all documents heretofore or hereafter delivered or made available to Buyer pursuant hereto were or will be complete and accurate records of such documents.

**4.9 No Prior Collections on Accounts.** No monies have been collected to date in respect of any Account by or on behalf of the Provider or any other person or entity, or, if any monies have been collected with respect to the Accounts, such funds have been turned over to Buyer. The Provider, after due investigation, knows of no reason why each Account should not be collected in full within 120 days of its Billing Date in the ordinary course of business by or on behalf of Buyer or its assignee. No other person or entity participated in the rendering of such Services or is entitled to any payment whatsoever in respect of such Services. All Services were rendered in full in the ordinary course of business, in accordance with the prevailing standards of the practice of medicine in the County in which the Provider operates, and the amounts charged for such Services as set forth in the Accounts represent the standard amounts billed by the Provider for the same or similar services in the ordinary course of business at the date on which such Services were rendered. All Services were rendered and all paperwork in respect of the Accounts was completed in accordance with all applicable Laws, including, without limitation and to the extent applicable, all Laws governing the Medicare programs and all rules of the relevant insurance companies who are the respective Payors of the Accounts. Each Account is the legal, valid and binding obligation of the respective Payor enforceable in accordance with its terms and is not subject to any dispute, offset, counterclaim or encumbrance of any kind.

**4.10 Sale of Accounts Conveys Valid Enforceable Claims Against Payors.** Each and every step has been taken by Provider pursuant to the terms of this Agreement or otherwise to assign to Buyer, Provider's rights to collect and enforce payment of the Account payable by the Payor and the assignment thereof shall transfer fully enforceable rights to Buyer against each Payor of the respective Account to collect the full amount of each of the Accounts from such Payor. Each Account is in accordance with and does not contravene any laws, rules or regulations applicable thereto, or contract between the Provider and the Payor applicable thereto, and no party to an Account or related contract is in violation of any such law, rule or regulation.

**4.11 Solvency.** Provider is not insolvent and will not be rendered insolvent as a result of the sale and transfer of the Assets pursuant to this Agreement or as a result of the transaction contemplated by this Agreement. For purposes hereof, the Provider's tangible assets are in excess of the total amount of its liabilities; (i) including for



purposes of this definition all liabilities, whether or not reflected on a balance sheet prepared in accordance with generally accepted accounting principles, and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed; (ii) Provider is able to pay its debts and obligations in the ordinary course as they mature; and (iii) Provider has sufficient funding to carry on its business as presently conducted by it.

**4.12 Representations, Warranties and Covenants of Provider Relating to the Purchase of Accounts from Provider.** In addition to the other representations, warranties and covenants of Provider set forth herein, Provider does hereby represent, warrant, and covenant with regard to each of the Accounts identified in Exhibit A attached hereto and in Schedule 1 to any Purchase Supplement delivered pursuant to Section 1.4 hereof that, with regard to each of the Accounts identified therein:

- (a) the services stated in the Accounts were actually provided;
- (b) the health care fees charged are customary, reasonable and are payable at such rate under the terms of the related patient's health care insurance coverage with an approved Payor;
- (c) the private medical insurance coverage by the responsible Payor was effective at the time of treatment;
- (d) the Provider has pre-verified insurance coverage by the Payor prior to admittance of a patient;
- (e) the claim for payment has been submitted to the responsible Payor within the last 90 days and has been acknowledged by such Payor;
- (f) all supporting documentation necessary to verify a claim have been submitted to the Payor by the Provider;
- (g) that the contracted patient co-payment amounts on the Accounts and their related Adjusted Value are as stated in Exhibit A or Schedule 1 to the Purchase Supplement to this Agreement; and
- (h) the Provider acknowledges that in the event of insolvency of the Payor of any of the Accounts hereunder, that the Provider hereby covenants and agrees to repurchase such Accounts, up to a maximum of ten percent (10%) by Adjusted Value of the subject Accounts, pursuant to and in full compliance with Section 2.2 of this Purchase Agreement.
- (i) the accounts are free of fraud and are considered collectible from third parties, other than the patient or their guarantor.
- (j) the accounts contain accurate billing and are free of errors.

**4.13 Sale of Accounts to be Reflected on Provider's Books and Records.** Provider will reflect on all of its books, records, tax filings and financial statements, and in all its dealings with the Payors of such Accounts, that it has sold the Accounts and related Assets to Buyer and shall treat and characterize all Purchases as sales of the Accounts and related Assets for accounting and tax purposes. The Provider hereby affirms that it has valid business reasons for selling the Accounts to the Buyer as contemplated by this Agreement rather than obtaining a loan with the Accounts being utilized as collateral therefor.

**4.14 Receivables are Accounts.** Each of the Accounts complies with the definition of "Eligible Account" as set forth in Section 9.1 hereof.

**4.15 Provider's Tax Returns.** Provider has filed on a timely basis all federal, state and local tax returns required in the conduct of its operations.

**4.16 Provider's Pension and Profit Sharing Plans.** All Provider (and any of Provider's consolidated subsidiaries) pension or profit sharing plans have been fully funded in accordance with Provider's applicable obligations.

**4.17 Provider's Principal Place of Business.** Provider's principal place of business and chief executive office are located at the address set forth in the first paragraph of this Agreement, and have been located at such address for the past four months. Except as otherwise disclosed to Buyer in writing on or prior to the date of this Agreement, Provider conducts business only in the County set forth in the recitals to this Agreement.

**4.18 Identity of Provider.** The full and correct legal name of the Provider is as set forth in the first paragraph of this Agreement, Provider has not changed its name in the last six years, and Provider does not have any trade names, fictitious names, assumed names or "doing business as" names except as have previously been disclosed in writing to the Buyer.

**4.19 No Adverse Change.** No event has occurred which adversely affects Provider's operations, including its ability to perform the transactions contemplated by this Agreement.

**4.20 Financing Statements.** There are no financing statements now on file in any public office governing any property of any kind, real or personal, in which Provider is named in or has signed as the debtor, except the financing statement or statements filed or to be filed in respect of this Agreement or those statements now on file that have been disclosed in writing by Provider to Buyer. Provider will not execute any financing statement in favor of any other person or entity, excepting Buyer, for the term of this Agreement.

**4.21 No Set-Offs.** There are no set-offs, allowances, discounts, deductions, counterclaims, or disputes with respect to any Account, either at the time it is accepted by Buyer for purchase or any time prior to the date it is to be paid. "Dispute," as used in the last preceding sentence, shall mean any claim by Payor against Provider, of any kind whatsoever, valid or invalid, that is asserted by the Payor as a basis for refusing to pay an Account either in whole or in part.

**4.22 No Change of Address.** Provider shall not change its mailing address, chief executive office, principal place of business or place where such records are maintained without 30 days prior written notice to Buyer.

**4.23 No Other Pledges.** Provider will not transfer, pledge or give a security interest in any of the Accounts to anyone other than Buyer.

**5. Certain Understandings and Agreements of the Parties.**

**5.1 Access and Cooperation.** From and after the date hereof (i) Buyer and any other authorized agents and appointed representatives of Buyer including its Servicer shall have reasonable access during normal business hours to all Account records and any and all other documentation relating to the Accounts, including, without limitation, patient records and information, and (ii) the Provider shall promptly furnish or cause to be furnished to Buyer all information (including turning over originals or copies of such information) requested by Buyer or any of its agents relating to the Assets. Upon a breach by Provider of any of its representations, warranties or covenants hereunder, all costs, fees and expenses incurred by Buyer in conducting any such review or audit shall be paid by Provider to Buyer, upon demand. After the Closing Date for each Purchase the Provider shall continue to cooperate fully with Buyer and Buyer's agents in any and all matters related to any Assets, including, without limitation, matters relating to the collection of any Account. It is further understood and agreed that Buyer and its agents shall have the right at any time to communicate with and seek the assistance of Payors, patients and relatives or guardians of patients of the Provider for the purpose of facilitating the servicing and collection of the Accounts.

**5.2 Handling of Accounts.** From and after the date hereof the Assets shall be handled by or on behalf of the Provider in the ordinary course of the business, and no act shall be done or omitted to be done by or on behalf of the Provider, which act or omission could jeopardize collection of payment on any Account by Buyer, provided, however, that no Accounts shall re-billed by or on behalf of the Provider or any other person or entity without the prior written consent of Buyer and the Provider shall make all appropriate entries in its computer or other billing system for billing or re-billing of Accounts which require that all payments be forwarded directly from the Payors of such Accounts to Buyer's Lock-Box Account described in Section 5.5(b) hereof. Provider (or its agents) shall be responsible for billing, re-billing, and collecting all amounts with respect to the Accounts following the Closing Date for a Purchase related thereto and Buyer shall refer all inquiries concerning the Accounts from the Buyer of such Accounts to Provider.

**5.3 Future Encumbrances.** It is understood and agreed that the Provider shall not, at any time, for any reason or under any circumstances, cause or permit any of the Assets to become subject to any Liens other than the lien of Buyer or its assigns in the Accounts. It is further understood and agreed that, as of the Closing Date for each Purchase, the Provider shall have no right, title or interest in or to the Assets related thereto, and shall not, at any time, for any reason or under any circumstances, hold itself out to third parties as having any right, title or interest in or to such Assets. Without limiting the generality of the foregoing, the Provider shall not, at any time, for any reason or under any circumstances, bill any person or entity, including, without limitation, any governmental agency, in connection with the collection, in whole or in part, of any Account, except pursuant to the written request of the Buyer.

**5.4 Cooperation in Litigation.** Provider shall fully cooperate with Buyer in the defense or prosecution of any litigation or proceeding which may be instituted hereafter against Buyer or Buyer's assigns on account of enforcement of Buyer's ownership of the Assets and the enforcement of payment from the related Payor thereof, and Provider shall indemnify Buyer or their respective agents or assigns for any loss or expense including their reasonable attorneys fees incurred by such parties relating to or arising out of the Provider's billing, administration or handling of the Assets prior to or after the Closing Date related thereto.

**5.5 Power of Attorney and Pay-Over of Receivables.**

(a) The Provider hereby authorizes Buyer and its collection agent to open any and all mail or other correspondence in respect of any of the Assets addressed to the Provider or to any agent of the Provider (if delivered to Buyer if received on or after the Closing Date for the related Purchase thereof), and hereby grants to Buyer and its collection agent a power of attorney which is irrevocable and coupled with an interest to do any and all of the following:

(i) to endorse and cash any checks or instruments in respect of any of the Assets ("Funds") made payable or endorsed to the Provider or its order, whether received by Buyer or received by any other party and delivered over to Buyer pursuant to Section 5.5(b) below;

(ii) receive, open and dispose of any mail addressed to Provider and put Buyer's address on any statements mailed to Payors;

(iii) pay, settle, compromise, prosecute or defend any action, claim, conditional waiver and release, or proceeding relating to Accounts;

(iv) upon the occurrence of a default, notify in the name of Provider the U.S. Post Office to change the address for delivery of mail addressed to Provider to such address as Buyer may designate. Buyer shall turn over to Provider all such mail not relating to the Accounts;



(v) execute and file on behalf of Provider any financing statement deemed necessary or appropriate by Buyer to protect its interest in and to the Accounts or Assets, or under any provision of this Agreement; and

(vi) to do all things necessary and proper in order to carry out this Agreement.

(b) The Provider agrees that it will (i) hold in trust for the sole and exclusive benefit of Buyer, (ii) segregate from other funds of Provider, (iii) forward within one business day of receipt thereof to the lock box account of the Buyer maintained by it with City National Bank (the "Lock Box Account") and (iv) cause its agents to forward immediately to Buyer's Lock Box Account at the address stated herein, any Funds received by the Provider or its agents after the date hereof in payment or partial payment of any Accounts (including any Medicare payments with regard to Medicare Accounts, if any, which the Provider will continue to receive notwithstanding their sale and assignment to Buyer). The Provider further agrees that, at Buyer's or its collection agent's request, the Provider shall render to such party a full and complete accounting of all Funds received in payment or partial payment of any Accounts by or on behalf of the Provider or any other person or entity other than Buyer, of which the Provider, after due investigation, is aware. Unless otherwise notified in writing by Buyer, Buyer's Lock Box Account is:

**Brandywine Health Services of Mississippi, aka Choctaw County Medical Center  
P.O. Box 54297  
Los Angeles, CA 90051-0297**

With each remittance of Funds to the Lock Box Account, the Provider shall include a report identifying the related Account and the related Payor.

(c) Buyer and Provider each acknowledge that the Payor(s) of the Accounts may in the normal course of business prior to receiving official notification, by the Buyer's Servicer (Medical Tracking Services, Inc.), of Buyer's purchase of the Accounts, forward to the Provider payment or partial payment on the Accounts.

(d) Buyer and Provider also each acknowledge that the Payor(s) of the Accounts may inadvertently, even after receiving official notification of Buyer's purchase of the Accounts, forward to the Provider payment or partial payment on the Accounts. Provider agrees to provide Buyer with a daily accounting of all Funds received on all accounts receivable of Provider including the Accounts, during the period commencing the date of the execution of this Agreement and to forward all payments received to the buyers lock box within one day following receipt of such payments.

(e) Provider agrees that in connection with the purchase of the Accounts by Buyer, the Provider shall indicate in its computer files that the Accounts have been sold to the Buyer and will be identified by account number, patient name, Payor name and the unpaid balance of each Account as of such date.

(f) Provider shall cause in house to continue to bill and service all Accounts in accordance with procedures outlined in the Servicing Contract and as follows:

(i) Payors are initially billed by electronic submission;

(ii) Within 60 days, either the payment or EOB (Explanation of Benefits) status is received on the Accounts. Those accounts not paid, or where there is no EOB status report within 60 days, will be rebilled by in-house. If Provider/ billing party receives a status report on an account requesting additional information, Provider will provide such information immediately. Subsequently, if an Account is not paid or status for claim is not received within an additional thirty day period, the Account will be billed by in-house a final time;

(iii) During the billing and rebilling period, Provider will provide Buyer with a weekly status report on all Accounts outstanding; and

(iv) All bills shall indicate conspicuously on their face and in BOX 33 of HCFA 1500 forms that the Accounts represented thereby have been transferred to Buyer and should be paid directly to the Buyer's Lock Box Account.

**5.6 Confidentiality.** The Provider hereby covenants and agrees that it shall not disclose any information or materials communicated to or obtained by it with respect to any of the Accounts, whether or not that information is or has been directly or indirectly communicated or obtained, including, without limitation, the terms of this Agreement (including the exhibits and any schedules hereto) (the "Confidential Materials"), to any third party, unless specifically authorized in writing by Buyer to do so; provided, however, that the Provider may disclose certain Confidential Materials to its officers, directors and employees as is reasonably necessary for compliance with the terms of this Agreement. If Buyer gives the Provider written authorization to make any disclosures of Confidential Materials, the Provider shall do so only within the limits and to the extent of that authorization. Furthermore, the Provider shall take all actions necessary to prevent disclosure of any Confidential Materials to any third party. In the event that the Provider, or anyone whom the Provider supplies any information contained in such Confidential Materials under the terms of a subpoena, order, civil investigation demand or similar process issued by a court of competent jurisdiction or by a governmental body, the Provider agrees to (a) notify Buyer immediately of the existence, terms and circumstances surrounding such request, (b) consult with Buyer on the advisability of taking legally available steps to resist or narrow such request, and (c) if disclosure of such information is required, furnish only that portion of the Confidential Materials which, in the opinion of the disclosing party's counsel, such disclosing party is legally compelled to disclose and advise Buyer as far in advance of such disclosure as is possible so that Buyer may seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Materials. Without limiting the generality of the foregoing, the Provider shall not oppose actions by Buyer or Medical Capital Corporation to obtain an appropriate protective order or other reliable assurance that confidential treatment would be accorded such Confidential Materials.

**5.7 No Proceedings.** Provider hereby agrees that it will not institute against Buyer or join any other person or entity in instituting against Buyer, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding under any federal or state bankruptcy or similar law.

## **6. Indemnification and Claims.**

**6.1 Indemnification by the Provider.** The Provider shall forthwith on demand indemnify and hold harmless Buyer and its officers, directors, shareholders, assigns and agents (each an "Indemnified Party") from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, settlement costs and any legal, accounting and other expenses for enforcing Buyer's rights and remedies hereunder, or for investigating, prosecuting or defending any actions or threatened actions) awarded or incurred by any of them arising out of or relating to this Agreement or the transactions contemplated hereby or the use of proceeds therefrom, together with interest on cash disbursements in connection therewith at the rate of eighteen percent (18%) per annum from the date cash disbursements were made or incurred by any Indemnified Party until paid in full by the Provider, including without limitation relating to each and all of the following:

(a) Any breach or alleged of any representation or warranty made by the Provider in this Agreement or any Exhibit to this Agreement, in any Purchase Supplement or in any document delivered in connection herewith;

(b) Any breach or alleged breach of any covenant, agreement or obligation of the Provider contained in this Agreement, any Purchase Supplement, any Exhibit to this Agreement or document provided in connection herewith, or any other instrument contemplated by this Agreement;

(c) Any misrepresentation or alleged misrepresentation contained in any statement or certificate furnished by the Provider pursuant to this Agreement, or any Purchase Supplement or in connection with the transactions contemplated by this Agreement;

(d) Any Retained Liabilities or other claims against, or liabilities or obligations of, the Provider not specifically assumed by Buyer pursuant to this Agreement; and

(e) The failure to obtain the protections afforded by compliance with the notification requirements of the Bulk Sales Laws in force in the jurisdictions contemplated by this Agreement.

**6.2 Claims for Indemnification.** Whenever any claim shall arise for indemnification hereunder, the Buyer shall promptly notify Provider of the claim and, when known, the facts constituting the basis for such claim. In the event of any claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third party, the notice to the Provider shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The Buyer shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Provider (which shall not be unreasonably withheld) unless the Provider shall have failed to pay indemnification obligations as they accrue or in the event that suit shall have been instituted against it and the indemnifying party shall not have taken control of such suit after notification thereof as provided in Section 6.3 of this Agreement.

**6.3 Defense by Indemnifying Party.** In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement against the Buyer, the Provider at its sole cost and expense may, upon written notice to the Buyer, assume the defense of any such claim or legal proceeding if it acknowledges to the Buyer in writing its obligations to indemnify the Buyer or any other Indemnified Party with respect to all elements of such claim. The Buyer shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If the Provider does not assume the defense of any such claim or litigation resulting therefrom, (a) the Buyer or such Indemnified Party, as the case may be, may defend against such claim or litigation, in such manner as it may deem appropriate, including but not limited to, settling such claim or litigation, after giving notice of the same to the Provider, on such terms as the Buyer or such Indemnified Party, as the case may be, may deem appropriate, and (b) the Provider shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense. If the Buyer or such Indemnified Party defended such third party claim or the amount or nature of any such settlement, the Provider shall have the burden to prove by a preponderance of the evidence that the Buyer did not defend or settle such third party claim in a reasonably prudent manner.

**6.4 Manner of Indemnification.** All indemnification hereunder by the Provider shall be effected by payment of cash or delivery of a certified or official bank check in the amount of the indemnification liability and shall be payable upon demand by the Indemnified Party.

## **7. Conditions to Closing.**

**7.1 Conditions to Obligations of Each Party.** The obligation of each party hereto to consummate each Purchase contemplated hereby shall be subject to the fulfillment, at or prior to the Closing Date for such Purchase, of the following conditions:

(a) **No Action or Proceedings.** No claim, action, suit, investigation, or other proceeding shall be pending or threatened before any court or governmental agency which presents a substantial risk of the restraint or prohibition of the transactions contemplated by this Agreement or the obtaining of material damages or other relief in connection therewith.

(b) **Compliance with Law.** There shall have been obtained all permits, approvals, and consents of all governmental bodies or agencies which counsel for either party hereto may reasonably deem necessary or appropriate so that consummation of the transactions contemplated by this Agreement will be in compliance with applicable laws.

7.2 **Conditions to Obligations of Buyer.** The obligations of Buyer to consummate any Purchase contemplated hereby shall be subject to the fulfillment, at or prior to the Closing Date for such Purchase, of the following additional conditions:

(a) **Representations and Warranties True.** The information set forth in Exhibit A or, as applicable, any Purchase Supplement and all schedules and exhibits attached thereto is true and accurate in all material respects as it relates to the Accounts. The representations and warranties of the Provider contained in this Agreement, or in any other document of such party delivered pursuant hereto shall be true and correct in all material respects on the Closing Date for such Purchase, and on such Closing Date the Provider shall have delivered to Buyer a certificate to such effect signed by the President or any Vice President and the Secretary or any Assistant Secretary of the Provider.

(b) **Performance of the Provider.** Each of the obligations of the Provider to be performed by it on or before the Closing Date for any Purchase pursuant to the terms of this Agreement shall have been duly performed in all material respects on or before such Closing Date, and at the Closing related thereto, the Provider shall have delivered to Buyer a certificate to such effect signed by the President or any Vice President and the Secretary or any Assistant Secretary of the Provider.

(c) **Authority.** All actions required to be taken by, or on the part of, the Provider to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been duly and validly taken by the Board of Directors of the Provider.

(d) **Delivery of Documentation.** Buyer shall have received the following documentation:

(1) in the case of the initial Closing Date, copies, certified by the Secretary or any Assistant Secretary of the Provider, of resolutions of the Board of Directors of the Provider or the Executive Committee thereof and the resolutions of the shareholders of such party (if required) authorizing the execution, delivery and performance of this Agreement and all other Agreements, documents and instruments relating hereto and the consummation of the transactions contemplated hereby; in the form as attached hereto as "Exhibit B",

(2) in the case of the initial Closing Date, Form UCC-1 financing statement(s) executed by the Provider, evidencing the security interest in all accounts receivable of the Provider (other than the Accounts being purchased) as provided in Section 2.4 hereof, in form and substance satisfactory to Buyer and duly filed with the appropriate governmental authority;

(3) in the case of each Purchase, Form UCC-1 financing statement(s) executed by the Provider, evidencing the sale of the Accounts from the Provider to the Buyer as provided in Section 2.2 hereof, in form and substance satisfactory to counsel for Buyer and duly filed with the appropriate governmental authority;

(4) bill of sale and assignment in the form as attached hereto as "Exhibit C", and powers of attorney, in form and substance attached hereto as "Exhibit D" or reasonably satisfactory to counsel for Buyer, with respect to the Assets to be purchased on such Closing Date;

(5) such further instruments of sale, transfer, conveyance, assignment or delivery covering the Assets or any portion thereof as Buyer may require to assure the full and effective sale, transfer, conveyance, assignment or delivery of the Assets to Buyer;



(6) a receipt evidencing the Provider's receipt of the Purchase Price for such Purchase in the form attached hereto as "Exhibit E" defined in Section 2.1 hereof;

(7) evidence that each Payor of the Accounts has received written notice from the Provider to the effect that the Accounts have been transferred to Buyer and all payments on the Accounts are to be sent directly to Buyer's Lock-Eox Account; and

(8) a Certificate of Custodian of Records for the Accounts, naming the Buyer or Buyer's Administrator as custodian of the medical records related to the Accounts in a form attached hereto as "Exhibit F";

(9) such other closing documents as Buyer may reasonably request.

(e) **No Adverse Changes.** Since the date of this Agreement and the Closing Date for such Purchase there shall not have occurred any damage, destruction or loss with respect to any of the related Assets, whether or not covered by insurance, nor shall there have occurred any other event or condition which has made or which reasonably may be expected to have a material and adverse effect on the value of such Assets.

## **8. Miscellaneous.**

**8.1 Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given (i) if delivered personally or (ii) three (3) days after mailed by certified or registered mail, postage prepaid, return receipt requested, or (iii) upon receipt if sent by prepaid telegram, telex or telecopy, in each case to the parties, their successors in interest or their assignees at the following addresses or telecopy numbers, or at such other addresses or telecopy numbers as the parties may designate by written notice in the manner aforesaid:

If to Buyer to: MCC Special Purpose Corporation VIII  
3770 Howard Hughes Parkway, Suite 301, Las Vegas, NV 89109  
Fax no: (775) 825-5313

and; Buyer's Administrator:  
Medical Capital Corporation  
2100 South State College Blvd, Anaheim, CA 92806  
Fax No.: (714) 935-3114

If to the Provider, to the address or telecopy number set forth in the first paragraph of this Agreement.

**8.2 Assignability and Parties in Interest.** The parties hereto acknowledge and agree that this Agreement, including all rights and obligations contained herein, may be sold, assigned or otherwise transferred, in whole or in part, by Buyer in its sole and absolute discretion without the consent of the Provider. This Agreement is not assignable by the Provider. This Agreement shall inure to the benefit of and be binding upon Buyer and the Provider, and their respective permitted successors and assigns. This Agreement shall not benefit or create any right or cause of action in any or on behalf of any person or entity other than the parties hereto and their respective permitted successors and assigns, assignable by the Provider. This Agreement shall not benefit or create any right or cause of action in any or on behalf of any person or entity other than the parties hereto and their respective permitted successors and assigns.

**8.3 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same Agreement.

**8.4 Severability.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability,

without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

**8.5 Due Diligence Investigation.** All representations and warranties contained herein which are made to the best knowledge of a party shall require that such party make reasonable investigation and inquiry with respect thereto to ascertain the correctness and validity thereof. No investigation or inquiry made by or on behalf of Buyer shall in any way affect or lessen the representations, warranties and covenants made and entered into by the Provider hereunder.

**8.6 Origination Fee; Expenses of Transaction and Enforcement.** The Provider shall pay to Buyer, on each Closing Date, an origination fee (the "Origination Fee") specified in Exhibit A hereto and, if applicable, Schedule 1 to any Purchase Supplement. The Provider shall be responsible for paying all sales and transfer taxes, together with all other transfer or recordation fees and expenses including any legal fees and costs associated therewith, arising out of the transfer of the Assets to Buyer pursuant to the terms of this Agreement.

**8.7 Construction.** This Agreement shall, in all cases, be construed simply, according to its fair meaning, and not strictly for or against either party. Any section and paragraph headings contained in this Agreement are for convenience of the reference only and shall not affect the construction or interpretation of this Agreement.

**8.8 Survival of Representations and Warranties.** All representations, warranties, covenants and indemnities made by the parties in this Agreement or in any instrument or document furnished in connection herewith shall survive the initial Closing and any subsequent Closing for the sale of Accounts to Buyer.

**8.9 Governing Law; Submission to Process.** PROVIDER HEREBY IRREVOCABLY SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN THE STATE OF NEVADA AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT, THE PURCHASE OF ACCOUNTS OR ANY OTHER RELATIONSHIP BETWEEN PROVIDER AND BUYER BY ANY MEANS ALLOWED UNDER NEVADA OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PURCHASE OF ACCOUNTS OR ANY OTHER RELATIONSHIP BETWEEN PROVIDER AND BUYER SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE UNITED STATES DISTRICT COURTS SITTING IN THE STATE OF NEVADA TO THE EXTENT IT HAS SUBJECT MATTER JURISDICTION, AND OTHERWISE IN ANY COURT OF THE STATE OF NEVADA HAVING JURISDICTION. NOTWITHSTANDING THE FOREGOING, BUYER RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO COMMENCE LEGAL ACTION AGAINST THE PROVIDER AND /OR GUARANTOR IN ANY OTHER JURISDICTION IN WHICH THE PROVIDER AND/OR GUARANTOR ARE DOING BUSINESS. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER."

  
Initials of Provider

**8.10 Waiver of Jury Trial, Punitive and Consequential Damages, etc.** EACH OF PROVIDER AND BUYER HEREBY (A) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH; (B) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO,



ACTUAL DAMAGES; (c) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (D) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AMONG OTHER THINGS, BY THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 8.10. PROVIDER AUTHORIZES ANY ATTORNEY TO APPEAR FOR PROVIDER, IN ANY COURT OF RECORD, WITHOUT PRIOR NOTICE OR DEMAND FOR PAYMENT, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS, AND TO CONFESS JUDGMENT AGAINST PROVIDER IN FAVOR OF BUYER, OR ANY OTHER PARTY THEN ENTITLED TO ENFORCE THE TERMS OF THIS AGREEMENT FOR SUCH AMOUNT, INCLUDING PRINCIPAL, INTEREST, REASONABLE ATTORNEYS' FEES, AND COSTS, AS PROVIDER MAY BE LIABLE TO BUYER BY REASON OF THIS AGREEMENT.

  
Initials of Provider

**8.11 Complete Agreement.** THIS AGREEMENT, ANY PURCHASE SUPPLEMENT, THE EXHIBITS AND SCHEDULES HERETO AND THE DOCUMENTS DELIVERED OR TO BE DELIVERED PURSUANT TO THIS AGREEMENT SET FORTH THE ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES HERETO WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. NO MODIFICATION OR AMENDMENT OF OR SUPPLEMENT TO THIS AGREEMENT OR SUCH OTHER DOCUMENTS SHALL BE VALID OR EFFECTIVE UNLESS THE SAME IS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM IT IS SOUGHT TO BE ENFORCED.

**8.12 Equitable Relief.** In the event Provider commits any act or omission which (i) prevents or unreasonably interferes with: (a) Buyer's exercise of the rights and privileges arising under the power of attorney granted in Section 5.5 of this Agreement; or (b) Buyer's perfection of or levy upon the ownership or security interest granted in the Accounts, including any seizure of any Account, or (ii) constitutes a breach of any of its representations, warranties or covenants hereunder, such conduct will cause immediate, severe, incalculable and irreparable harm and injury, and shall constitute sufficient grounds to entitle Buyer to an injunction, writ of possession, or other applicable relief in equity, and to make such application for such relief in any court of competent jurisdiction, without any prior notice to Provider.

**8.13 Cumulative Rights.** All rights, remedies and powers granted to Buyer in this Agreement, or in any other instrument or agreement given by Provider to Buyer, are cumulative and may be exercised singularly or concurrently with such other rights as Buyer may have. These rights may be exercised from time to time as to all or any part of the Accounts purchased hereunder as Buyer in its discretion may determine. Buyer may not waive its rights and remedies unless the waiver is in writing and signed by Buyer. A waiver by Buyer of a right or remedy under this Agreement on one occasion is not a waiver of the right or remedy on any subsequent occasion.

**8.14 Attorney's Fees.** Provider agrees to reimburse Buyer upon demand for all attorney's fees, court costs and other expenses incurred by Buyer in enforcing this Agreement and protecting or enforcing its interest in the Accounts or the Assets, in collecting the Accounts or the Assets, or in the representation of Buyer in connection with any bankruptcy case or insolvency proceeding involving Provider, the Assets, any Payor, or any Account. At the time this Agreement is executed, Provider will reimburse Buyer for all of its attorneys fees and disbursements, Adjustments, and out-of-pocket expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

**8.15 Interest.** If any obligation of the Provider hereunder is not paid when due, such obligation shall bear interest at a per annum rate equal to 18 percent until the earlier of (i) payment in full of such obligation to Buyer or (ii) entry of a final judgment therefor, at which time the principal amount of any money judgment

remaining unsatisfied shall accrue interest at the highest rate allowed by applicable law. Provider and Buyer intend to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof such parties stipulate and agree that none of the terms and provisions contained in this Agreement shall ever be construed to provide for interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect. Neither Provider nor any present or future guarantors, endorsers, or other persons hereafter becoming liable for payment of any obligation hereunder shall ever be liable for unearned interest thereon or shall ever be required to pay interest thereon in excess of the maximum amount that may be lawfully charged under applicable law from time to time in effect and the provisions of this Section 8.15 shall control over all other.

9. **Definitions.** When used herein, the following terms shall have the meanings set forth below:

9.1 "Eligible Account" means:

- (a) the obligor of which is a United States resident.
- (b) that is a valid and binding obligation of the obligor thereof enforceable against such obligor in accordance with its terms and is not subject to any dispute, offset, counterclaim or defense whatsoever;
- (c) that is denominated and payable in U.S. dollars in the United States;
- (d) that constitutes an "account" as defined in the Uniform Commercial Code as in effect in the jurisdiction governing the perfection of Buyer's ownership interest, or in the alternative, security interest therein;
- (e) as to which Buyer's security interest therein will be perfected as a valid ownership interest free and clear of all adverse claims or, in the alternative, as a first priority security interest under the applicable law upon consummation of the Purchase thereof by Buyer;
- (f) the payment of which is a direct obligation of a Payor;
- (g) with regard to which each of the representations and warranties of Provider set forth in Section 4.12 hereof is true and correct; and
- (h) the claim for payment has been submitted to the responsible Payor within 90 days prior to the applicable Closing Date and has been acknowledged by such Payor and is due and payable within 120 days of its Billing Date.

9.2 "Adjusted Value" means the Gross Face Value of an Account minus contractual adjustments, if any, and minus the contracted amount of the Patient Co-Payment, if any, as certified by the Provider prior to its acquisition from the Provider.

9.3 "Billing Date" means the day on which Provider submitted a claim or bill to a Payor for payment and collection of an Account.

9.4 "Gross Face Value" means the total billing amount of each Account inclusive of the amount of the Patient Co-Payment and the amount payable by a Payor.

9.5 "Patient Co-Payment" means the amount payable by the patient for the services provided by Provider and not payable by a Payor with regard to each Account.


9.6 "Payor" means Medicare, Medicaid, Champus, any other division of a state or the federal government, an insurance company, Health Maintenance Organization, Accredited Hospital, Skilled Nursing Facility, or Fortune 500 company. All of the preceding entities must be acceptable to the buyer's financial criteria.

9.7 "Payment Period" means that period commencing on the 1st day of each month through the last day of that month.

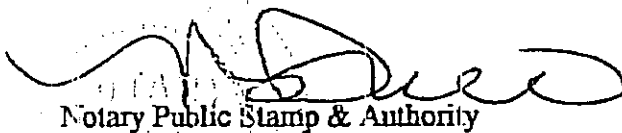
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Provider:  
Brandywine Health Services of Mississippi,  
Inc., aka Choctaw County Medical Center

Corporate Seal

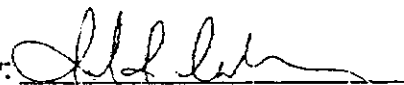
By:   
Jeffrey A. Morse  
President

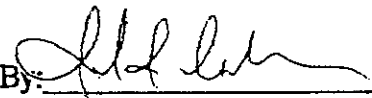
Notary statement: This person appeared before this 2nd day of Aug., 2004 and signed this document as above in the county of Worcester, State of Massachusetts. My Notary Public stamp is affixed below.

  
Notary Public Stamp & Authority  
Commission Expires 8/1/08

Buyer:  
MCC Special Purpose Corporation VIII

Buyer's Administrator:  
Medical Capital Corporation

By:   
Joseph J. Lampariello  
Chief Operating Officer

By:   
Joseph J. Lampariello  
Special Agent

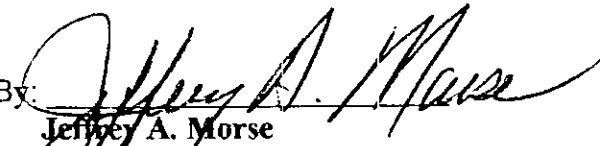


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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**Provider:**  
**Brandywine Health Services of Mississippi,**  
**Inc., aka Choctaw County Medical Center**

Corporate Seal

By:   
Jeffrey A. Morse  
President

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**MCC Special Purpose Corporation VIII**

**Buyer's Administrator:**  
**Medical Capital Corporation**

By: \_\_\_\_\_  
**Joseph J. Lampariello**  
**Chief Operating Officer**

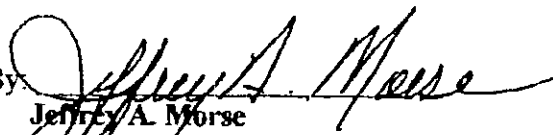
By: \_\_\_\_\_  
**Joseph J. Lampariello**  
**Special Agent**

9.7 "Payment Period" means that period commencing on the 1st day of each month through the last day of that month.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**Provider:**  
**Brandywine Health Services of Mississippi,**  
**Inc., aka Choctaw County Medical Center**

Corporate Seal

By:   
Jeffrey A. Morse  
President

Notary statement: This person appeared before this \_\_\_\_\_ day of \_\_\_\_\_, 2004 and signed this document as above in the county of \_\_\_\_\_, State of \_\_\_\_\_. My Notary Public stamp is affixed below.

Notary Public Stamp & Authority

**Buyer:**  
**MCC Special Purpose Corporation VIII**

**Buyer's Administrator:**  
**Medical Capital Corporation**

By: \_\_\_\_\_  
**Joseph J. Lampariello**  
**Chief Operating Officer**

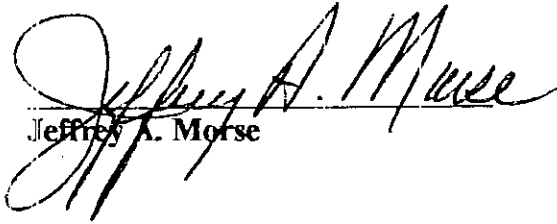
By: \_\_\_\_\_  
**Joseph J. Lampariello**  
**Special Agent**



**GUARANTY**

The undersigned hereby personally, absolutely and unconditionally guarantee(s), jointly and severally, the payment and performance of Provider's representations, warranties and covenants under this Agreement and any Purchase Supplement, and agree(s) to pay to Buyer upon demand all losses, damages and expenses of Buyer resulting from and/or incurred in connection with any breach by Provider thereof. The undersigned shall be primarily liable for such obligations and Buyer may invoke the benefits of this guaranty without pursuing any remedies against Provider, without the necessity of joining all guarantors in any action hereon, and without proceeding against any collateral for such obligation.

SIGNED:

  
Jeffrey A. Morse

**EXHIBIT A**  
**INITIAL ACCOUNTS RECEIVABLE**

See "Schedule 1" attached hereto and made a part hereof

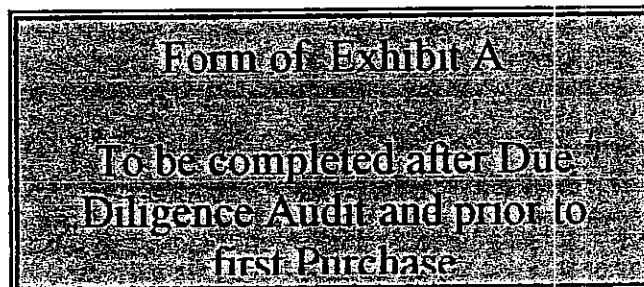
Aggregate Gross Face Value.....	\$559,461.62	
Aggregate Adjusted Value.....	\$318,957.38	
Advance Rate Amount.....	\$255,165.90	80 %
Deferred Purchase Price.....	\$46,503.99	14.58 %
Discount to Buyer.....	\$17,287.49	5.42 %
Origination Fee.....	\$9,568.72	3 %

  
Jeffrey A. Morse  
President

**EXHIBIT A**  
**INITIAL ACCOUNTS RECEIVABLE**

See "Schedule 1" attached hereto and made a part hereof

Aggregate Gross Face Value.....	\$ _____	
Aggregate Adjusted Value.....	\$ _____	
Advance Rate	\$ _____	80 %
Amount.....	\$ _____	14.58 %
Deferred Purchase Price.....	\$ _____	5.42 %
Discount to Buyer.....	\$ _____	3 %
Origination Fee.....		



*Jeffrey A. Morse*  
 \_\_\_\_\_  
 Jeffrey A. Morse  
 President

**Exhibit A**  
**Schedule 1**  
**List of Accounts Receivable**

Exhibit B

**SECRETARY'S CERTIFICATE**

**I, the undersigned**, as Secretary of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi corporation, ("Corporation"), hereby certifies that:

(1) Attached hereto as Item 1 (one) is a true, correct and complete copy of the Articles of Incorporation of the Corporation as the same exist as of the date hereof; and

(2) Attached hereto as Item 2 (two) is a true, correct and complete copy of the By-Laws of the Corporation and all amendments thereto as the same exist as of the date hereof; and

(3) The named person(s) set forth in Item 3 (three) attached hereto are duly elected, qualified and acting Authorized Persons of the Corporation, holding the respective offices set forth opposite their names, and signatures set forth opposite their names are true, correct and authentic and genuine signatures of such person(s) on the date hereof; and

(4) Attached hereto as Item 4 (four) is a true, correct and complete copy of resolutions duly and validly adopted by the Board of Directors of the Corporation and such resolutions have not been amended, modified or revoked in any respect and are in full force and effect on the date hereof.

The described Corporation is used in this Certificate and Items attached hereto, as the Provider as described in the Purchase Agreement of which this Secretary's Certificate is an exhibit.

In witness whereof, the undersigned has executed this Secretary's Certificate as of this 21<sup>st</sup> day of August, 2004.

Janet B. Morse  
Print Name: JANET B. Morse



**Exhibit B, Item 1.**

**Articles of Incorporation**

5/15

F0001 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE  
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333  
Articles of Incorporation



The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation



Profit



Nonprofit

2. Name of the Corporation

Brandywine Health Services of Mississippi, Inc.

3. The future effective date is  
(Complete if applicable)



4. FOR NONPROFITS ONLY: The period of duration is



years or



perpetual

5. FOR PROFITS ONLY: The Number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

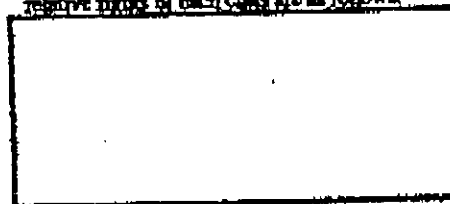
Classes

# of Shares Authorized

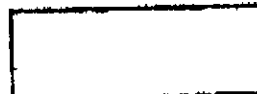
If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:

1

10,000



(See Attached)



6. Name and Street Address of the Registered Agent and Registered Office is

Name

Tadd Parsons

Physical Address

324 East Cavers Avenue

P.O. Box

Post Office Drawer 6

City, State, ZIP5, ZIP4

Wiggins

MS

39577

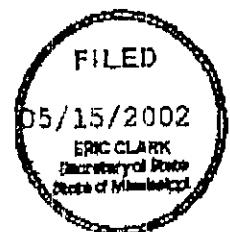
7. The name and complete address of each incorporator are as follows

Name

Danny J. Spreitler

Street

416 Howard Street



F0001 - Page 2 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE  
 P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333  
 Articles of Incorporation



City, State, ZIP5, ZIP4

Wiggins

MS

39577

Name

Street

City, State, ZIP5, ZIP4

Name

Street

City, State, ZIP5, ZIP4

Name

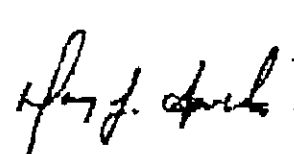
Street

City, State, ZIP5, ZIP4

8. Other Provisions

See Attached

9. Incorporators' Signatures (please keep writing within blocks)

**Exhibit B, Item 2.**

**By-Laws of the Corporation**

**BYLAWS  
OF  
BRANDYWINE HEALTH SERVICES OF MISSISSIPPI, INC.**

**ARTICLE I. OFFICES**

The principal office of the corporation in the State of Mississippi shall be located in the City of Meridian, County of Lauderdale. The corporation may have such other offices either within or without the State of Mississippi, as the Board of Directors may designate or as the business of the corporation may require from time to time.

**ARTICLE II. SHAREHOLDERS**

**SECTION I. Annual Meeting.** The annual meeting of the Shareholders shall be held on the 12<sup>th</sup> day in the month of January in each year, beginning with the year 2003, at the hour of 10:00 a .m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Mississippi, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as conveniently may be held.

**SECTION II. Special Meetings.** Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than five (5%) percent of all the outstanding shares of the corporation entitled to vote at the meeting.

**SECTION III. Place of Meeting.** The Board of Directors may designate any place, either within or without the State of Mississippi unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A

Waiver of Notice signed by all Shareholders entitled to vote at a meeting may designate any place, either within or without the State of Mississippi, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Mississippi.

SECTION IV. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than five nor more than ten days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

SECTION V. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, five days. If the stock transfer books shall be closed for the purpose of determining Shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least 10 days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than ten days and case of a



meeting of shareholders, not less than five days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of shareholders, or Shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of Shareholders entitled to vote any meeting of Shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION VI. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete list of the Shareholders entitled to vote at each meeting of Shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting for the purposes thereof.

SECTION VII. Quorum. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at the meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the

withdrawal of enough Shareholders to leave less than a quorum.

SECTION VIII. Proxies. At all meetings of shareholders, a Shareholder may vote in person or by proxy executed in writing by the Shareholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after two (2) months from the date of its execution, unless otherwise provided in the proxy.

SECTION IX. Voting of Shares. Subject to the provisions of Section 12 of this Article II, each outstanding share entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION X. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the Court by which such receiver was appointed.

A Shareholder whose shares are pledged shall be entitled to vote such shares until the shares

have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION XI. Informal Action by Shareholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, set forth the action so taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof.

SECTION XII. Cumulative Voting. Unless otherwise provided by law, at each election for Directors every Shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving on candidate as many votes as the number of such Directors multiplied by the number of his shares shall equal, or by distributing such votes on the same principle among any number of candidates.

### ARTICLE III. BOARD OF DIRECTORS

SECTION I. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION II. Number, Tenure and Qualifications. The number of Directors of the corporation shall be three. Each Director shall hold office until the next annual meeting of Shareholders and until his successor shall have been elected and qualified.

SECTION III. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION IV. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION V. Notice. Notice of any special meeting shall be given at least ten (10) days previously thereto by written notice delivered personally or mailed to each Director at his business address or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail to addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION VI. Quorum. A majority of the number of Directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business of any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION VII. Manner of Acting. The act of the majority of the Directors present at a

meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION VIII. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the Directors.

SECTION IX. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of the Board of Directors for a term of office continuing only until the next election of Directors by the shareholders.

SECTION X. Compensation. By resolution of the Board of Directors, each Director may be paid his expenses, if any, if attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance each meeting of the Board of Directors or both. No such payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION XI. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

## ARTICLE IV. OFFICERS

SECTION I. Number. The officers of the corporation shall be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION II. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION III. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment, the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION IV. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION V. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all



meetings of the Shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION VI. Vice-President. In the absence of the President or in event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION VII. Secretary. The secretary shall: (a) keep the minutes of the proceedings of the Shareholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each Shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the

corporation; and (g) in general, perform all duties incident to the office of Secretary and such other duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION VIII. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; and (c) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION IX. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the corporation.

## ARTICLE V. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION I. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION II. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION III. Checks, Drafts, etc. All checks, drafts or other orders for the payment of

money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION IV. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

#### ARTICLE VI. CERTIFICATES FOR SHARE AND THEIR TRANSFER

SECTION I. Certificates for Shares. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the Board of Directors so to do, and sealed with the corporate seal. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

SECTION II. Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate

for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

#### ARTICLE VII. FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

#### ARTICLE VIII. DIVIDENDS

The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its articles of incorporation.

#### ARTICLE IX. CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal".

#### ARTICLE X. WAIVER OF NOTICE

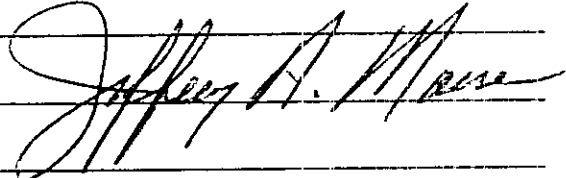
Unless otherwise provided by law, whenever any notice is required to be given to any Shareholder or Director of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Business Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XI. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

**Exhibit B, Item 3.**

**Authorized Officers  
SAMPLES OF SIGNATURES**

TITLE	NAME	SIGNATURE
President	Jeffrey A. Morse	
Vice-President		
Treasurer		
Secretary		

**Exhibit B, Item 4.**

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF**

**Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center**

RESOLVED, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center (the "Provider") is authorized to execute, enter into, and deliver and perform according to the terms there of the following documents (the "Transaction Documents"):

1. Purchase Agreement by and between MCC Special Purpose Corporation VIII (the "Buyer") and Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center (as the "Provider" therein) evidencing the sale of certain accounts from the Provider to the Buyer.
2. The Bill of Sale to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(4) of the aforescribed Purchase Agreement.
3. The Assignment to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(4) of the aforescribed Purchase Agreement.
4. The Blanket Form UCC-1 financing statement to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(2) of the aforescribed Purchase Agreement.
5. The Form UCC-1 financing statement to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(3) of the aforescribed Purchase Agreement.

RESOLVED, that the President or any Senior Vice President or any Vice President or Secretary or any Assistant Secretary of the Provider and each of them be, and they each hereby are, authorized, for and on behalf of the Provider, to execute and deliver the above identified documents substantially in the form identified above, which are hereby approved, with such changes therein, additions thereto and deletions therefrom as the officer of the Provider executing such documents may approve, and the execution and delivery of such documents by such officer of the Provider shall constitute conclusive evidence of such officer's approval therefor.

RESOLVED, that the officers of the Provider be, and each hereby is authorized, for and on behalf of the Provider, to execute and deliver such other documents, agreements or instruments and to take such other action as they, or any of them, may deem necessary or advisable to carry out the purpose of the foregoing resolutions.

I, Janet B. Morse Secretary of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, do hereby certify that:

(1) The foregoing is a true and correct copy of resolutions adopted by the Board of Directors of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, on August 2, 2004.

(2) The resolutions adopted by the Board of Directors have not been amended or rescinded and the same are, on the date of this Certificate, in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, on August 2, 2004.

By: Janet B. Morse  
Print Name: Janet B. Morse  
Its: Secretary

Corporate Seal



**Exhibit B, Item 4.**

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF**

**Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center**

RESOLVED, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center (the "Provider") is authorized to execute, enter into, and deliver and perform according to the terms there of the following documents (the "Transaction Documents"):

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4. The Blanket Form UCC-1 financing statement to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(2) of the aforescribed Purchase Agreement.
5. The Form UCC-1 financing statement to be given by the Provider in favor of the Buyer pursuant to the terms of paragraph 7.2(d)(3) of the aforescribed Purchase Agreement.

RESOLVED, that the President or any Senior Vice President or any Vice President or Secretary or any Assistant Secretary of the Provider and each of them be, and they each hereby are, authorized, for and on behalf of the Provider, to execute and deliver the above identified documents substantially in the form identified above, which are hereby approved, with such changes therein, additions thereto and deletions therefrom as the officer of the Provider executing such documents may approve, and the execution and delivery of such documents by such officer of the Provider shall constitute conclusive evidence of such officer's approval therefor.

RESOLVED, that the officers of the Provider be, and each hereby is authorized, for and on behalf of the Provider, to execute and deliver such other documents, agreements or instruments and to take such other action as they, or any of them, may deem necessary or advisable to carry out the purpose of the foregoing resolutions.

1. Janet B. Morse Secretary of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, do hereby certify that:

- (1) The foregoing is a true and correct copy of resolutions adopted by the Board of Directors of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, on August 3, 2004.
- (2) The resolutions adopted by the Board of Directors have not been amended or rescinded and the same are, on the date of this Certificate, in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, on \_\_\_\_\_, 2004.

By: Janet B. Morse  
Print Name: Janet B. Morse  
Its: Secretary

Corporate Seal

**Exhibit C****ASSIGNMENT OF RECEIVABLES**

For value received, the undersigned, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation., ("Assignor"), hereby assigns, transfers, and conveys without recourse to MCC Special Purpose Corporation VIII ("Assignee") all of its right, title and interest, whether now held or hereafter obtained, in and to the medical accounts receivable described in Exhibit "A" of the Purchase Agreement dated the \_\_\_\_\_ of \_\_\_\_\_, 2004 and hereby incorporated by reference and any substitutions thereof pursuant to Section 2.2 of the Purchase Agreement (the "Receivables"), and Assignor hereby warrants and represents that;

1. Assignor is the sole owner of the Receivables listed in Exhibit "A, Schedule 1", attached thereto" to the Purchase Agreement and is entitled to receive from such Receivable and has good right to sell, assign, transfer and set over the same and to grant to, and confer upon, Assignee the rights, interests, powers and authorities herein granted and conferred.

2. Assignor has not made any assignment other than this Assignment of the rights of Assignor with respect to said Receivables.

3. Borrower has neither performed and act or omitted to perform any act which might prevent the Assignee from, or limit Assignee in acting under any of the provisions of this Assignment.

4. All Receivables currently provide for all proceeds thereof to be paid directly to the Assignor.

5. To the best of the knowledge of Assignor, there exists no circumstances under which other persons or entities may have any claim against said Receivables.

6. This Assignment includes any and all tapes, claim forms, claim documentation, computer runs, servicing reports, printouts, and any and all medical records of any kind relating to the Receivables, including a guaranty of access by Assignor, with respect to the Receivables, to such additional medical records and information as may be necessary or appropriate to process and collect the Receivables.

7. This Assignment also includes any collateral collections accounts, trust accounts, and lock box accounts, and any funds contained therein, relating to the Receivables.

8. This Assignment includes any other document or instrument representing security for payment of the Receivables, or any guaranty of payment of performance relating to the Receivables, which documents or instruments were assigned or transferred to Assignor in connection with the Receivables.

The Assignor further covenants and represents that it has not taken any action, and to the best of its knowledge no event has occurred which would result in (a) the creation of any security interests, liens, encumbrances, or claims against any of the Receivables or any defect in Assignor's title to any of the Receivables, (b) the creation of any defense, counterclaim, or off set available to any party obligated on any of the Receivables, (c) any compromise, discount, waiver, or other agreement on the part of Assignor that would affect the amount, maturity, interest rate, or any other material term or condition of any of the Receivables, or (d) Assignor having any reason to believe that any party obligated on the Receivables is unable or unwilling to pay any portion thereof, as such amount becomes due.

This assignment is effective immediately upon faxed confirmation from MCC Special Purpose Corporation VIII bank that the funds said receivables has been received and credited to Assignor's account.

IN WITNESS WHEREOF, the Assignor has executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

BY:

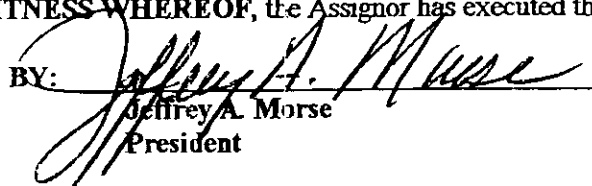
  
Jeffrey A. Morse  
President

Exhibit D

**BILL OF SALE**

**STATE OF:** Mississippi  
**COUNTY OF:** Choctaw

**KNOW ALL MEN BY THESE PRESENT:**


That for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation, hereinafter referred to as (Assignor) does hereby assign, grant, bargain, deliver, transfer, sell and convey unto MCC Special Purpose Corporation VIII, a Nevada Corporation (Assignee) all its rights, title and interest in and to those certain medical accounts receivable and claims identified in Exhibit "A", of the Purchase Agreement which is attached hereto and incorporated herein by this reference.

In connection with this assignment, Assignor warrants as follows:

1. That it is the owner of such medical accounts receivable and claims and that such accounts and claims have not previously been sold, assigned, transferred, pledged, encumbered to or in favor of any other person or entity.
2. That none of the accounts receivable or claims listed on Exhibit "A" hereto are the subject to any asserted defense or right, and that Assignor does not know of any facts or circumstances which would give right to, or form the basis of, any defense of payment of offset.
3. The Health Care Service which forms the basis of the medical accounts receivable and claims, Exhibit "A", were actually rendered to a patient as set forth in the information furnished by Assignor to Assignee. With respect to the medical accounts receivable and claims, Exhibit "A", the amounts of each claim are recently due and payable by the Patients insurance carrier to Assignor.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**Assignee:**  
**MCC Special Purpose Corporation VIII**

by:   
\_\_\_\_\_  
**Joseph J. Lampariello**  
**Chief Operating Officer**

**Assignor**  
**Brandywine Health Services of Mississippi, Inc.,**  
**aka Choctaw County Medical Center**

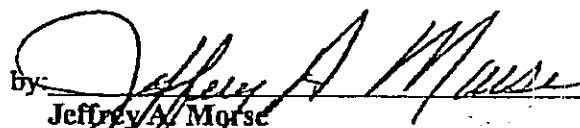
by:   
\_\_\_\_\_  
**Jeffrey A. Morse**  
**President**



Exhibit D

**BILL OF SALE**

**STATE OF:** Mississippi  
**COUNTY OF:** Choctaw

**KNOW ALL MEN BY THESE PRESENT:**

That for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation., hereinafter referred to as (Assignor) does hereby assign, grant, bargain, deliver, transfer, sell and convey unto MCC Special Purpose Corporation VIII, a Nevada Corporation (Assignee) all its rights, title and interest in and to those certain medical accounts receivable and claims identified in Exhibit "A", of the Purchase Agreement which is attached hereto and incorporated herein by this reference.

In connection with this assignment, Assignor warrants as follows:

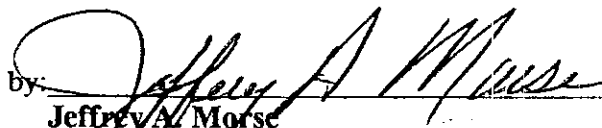
1. That it is the owner of such medical accounts receivable and claims and that such accounts and claims have not previously been sold, assigned, transferred, pledged, encumbered to or in favor of any other person or entity.
2. That none of the accounts receivable or claims listed on Exhibit "A" hereto are the subject to any asserted defense or right, and that Assignor does not know of any facts or circumstances which would give right to, or form the basis of, any defense of payment of offset.
3. The Health Care Service which forms the basis of the medical accounts receivable and claims, Exhibit "A", were actually rendered to a patient as set forth in the information furnished by Assignor to Assignee. With respect to the medical accounts receivable and claims, Exhibit "A", the amounts of each claim are recently due and payable by the Patients insurance carrier to Assignor.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**Assignee**  
**MCC Special Purpose Corporation VIII**

by: \_\_\_\_\_  
**Joseph J. Lampariello**  
**Chief Operating Officer**

**Assignor**  
**Brandywine Health Services of Mississippi, Inc.,**  
**aka Choctaw County Medical Center**

by:   
**Jeffrey A. Morse**  
**President**

**Exhibit E**  
**SPECIFIC POWER OF ATTORNEY**

*Know all men by these presents:* That **Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center** (Provider) hereby makes, constitutes and appoints Medical Capital Corporation, and its agent(s) as true and lawful attorney for me and in my name, place and stead and for my use and benefit in transaction of the following activities:


- (a) Accept delivery of, and inspect all mail and correspondence relating to and pursuant to the collection of all funds and payments due to me pursuant to our agreements;
- (b) To deposit all checks and payments made payable to me, for professional services rendered in the course of our agreement, into a trust account established for that purpose;
- (c) To take all steps necessary, including but not limited to, signing insurance claim forms on my behalf, in order to effectively submit and process all insurance claims accruing to me due to professional services rendered in the course of our agreement;

Provider grants to said attorney full power and authority to do and perform each and every act necessary or appropriate for the above purposes as fully as the undersigned might or could do if personally present, and the undersigned does hereby ratify all actions of said attorney which said attorney shall lawfully do or cause to be done by virtue of this *Specific Power of Attorney*.


My said attorney is empowered hereby to determine, in his sole discretion, the time when, the manner and purpose for which any power herein conferred upon him shall be exercised as well as the conditions, provisions, and covenants of any instruments or documents which may be executed by him pursuant thereto.

Executed this 2nd day of Aug., 2004.

**Provider**  
**Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical**  
**Center**

  
Jeffrey A. Morse  
Title: President

Notary statement: This person appeared before this 2nd day of Aug., 2004 and signed this document as above in the county of Worcester, State of Massachusetts. My Notary Public stamp is affixed below.

  
Witnesseth

Commission Expires 8/1/08

**Exhibit F**  
**Instructions for Disbursement of Purchase Price**

MCC Special Purpose Corporation VIII is hereby instructed on \_\_\_\_\_, to deliver the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars), in the form of wire transfer of funds to:

Brandywine Health Services of Mississippi, Inc. aka Choctaw County Medical Center <small>Actual Account Name</small>
--

In the care of the following bank:

Bank Name: Union Planters Bank

Bank Branch Address: 111 MAIN ST  
Street Address

Ackerman MS 39135  
City State Zip Code

Bank Branch Phone Number: 662-285-6278

ABA: 084000084

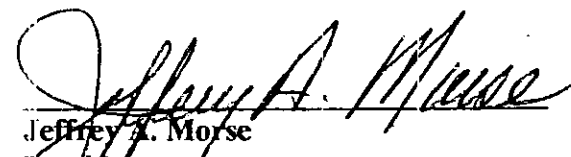
Account Number: 9001034519

Name of Bank Officer to contact: Kenny Clark - VP

Telephone number of Bank Officer 662-285-6278

**Provider**

Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center

  
Jeffrey A. Morse  
President

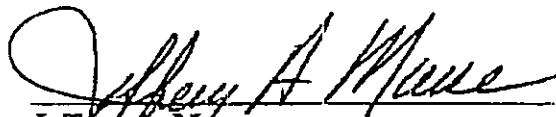


**Exhibit G**  
**DECLARATION OF CUSTODIAN OF RECORDS**

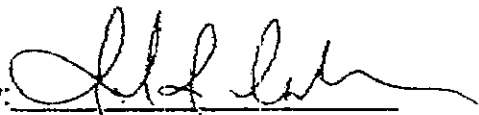
I, Jeffrey A. Morse, have appointed Medical Capital Corporation, and or its agents, as Custodian of Records, in regard to the medical and patient files as attached hereto relating to the Purchase Agreement by and between Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center and MCC Special Purpose Corporation VII as identified in the Purchase Agreement.

Medical Capital Corporation and or its agent(s), shall keep in its possession, safeguard, maintain and present upon demand to authorized parties, individuals, physicians or other parties authorized by and upon written permission of the patient, or in the case of a minor, upon written permission of the minor's guardian, parent, or upon court order, each individual medical file, records, notes and other documentation relating to the files and accounts as described in the Purchase agreement as attached hereto.

Medical Capital Corporation, or its agent(s) shall safeguard said patient files and records in respect to each patient's confidentiality and regard to those applicable laws and professional codes.

  
Jeffrey A. Morse

Medical Capital Corporation

By:   
Joseph J. Lampariello  
Special Agent

WITNESSETH:

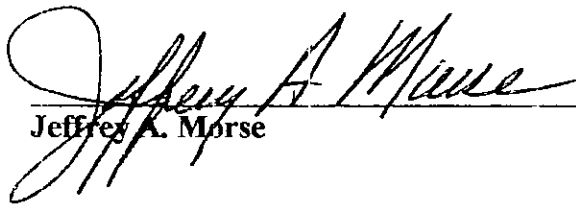
\_\_\_\_\_  
name:

**Exhibit G**  
**DECLARATION OF CUSTODIAN OF RECORDS**

I, Jeffrey A. Morse, have appointed Medical Capital Corporation, and or its agents, as Custodian of Records, in regard to the medical and patient files as attached hereto relating to the Purchase Agreement by and between Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center and MCC Special Purpose Corporation VIII as identified in the Purchase Agreement.

Medical Capital Corporation and or its agent(s), shall keep in its possession, safeguard, maintain and present upon demand to authorized parties, individuals, physicians or other parties authorized by and upon written permission of the patient, or in the case of a minor, upon written permission of the minor's guardian, parent, or upon court order, each individual medical file, records, notes and other documentation relating to the files and accounts as described in the Purchase agreement as attached hereto.

Medical Capital Corporation, or its agent(s) shall safeguard said patient files and records in respect to each patient's confidentiality and regard to those applicable laws and professional codes.

  
Jeffrey A. Morse

**Medical Capital Corporation**

By: \_\_\_\_\_  
**Joseph J. Lampariello**  
**Special Agent**

WITNESSETH:

\_\_\_\_\_  
name:



## Medical Capital

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made and executed by and between Medical Capital Corporation, its agents and affiliates as pursuant to the purchase agreement ("Purchase Agreement") by and between Buyer and Seller, as described therein, dated AUGUST 10, 2004, hereinafter "BUYER", and Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, hereinafter "SELLER".

Whereas, Seller submits summary medical claim information to Buyer and or its wholly owned affiliates, pursuant to its Purchase Agreement and whereas Seller will have to disclose certain information to BUYER pursuant to its existing Purchase Agreement with BUYER for processing patient medical and billing information; and such information may constitute Protected Health Information ("PHI") and,

Whereas, may be considered as a "Covered Entity" under certain provisions of the Health Insurance Portability and Accountability Act and the current Privacy Standards, and Seller has an obligation on behalf of its clients to comply with the Privacy Standards pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and its subsequent amendments.

Now therefore, in consideration of the mutual agreements herein contained, Buyer and Seller agree as follows:

#### I. DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are used in 45 CFR §160.103 and §164.501.
- 1.2 **Business Associate** – a person or entity that with respect to a plan (1) performs or assists in the performance of a function or activity involving the use or disclosure of Individually Identifiable Health Information; or (2) provides legal, actuarial, accounting, consulting data-aggregation management, administrative, accreditation, or financial services to health plans, where the provision of such service involves the disclosure of Individually Identifiable Health Information from the health plan, or from another Business Associate of the health plan.
- 1.3 **CFR** – Code of Federal Regulations.
- 1.4 **Data aggregation** – the combining of protected health information by BUYER and SELLER with the protected health information received by SELLER or other of its Business Associates on behalf of another health plan, to perform data analyses that relate to the health care operations of the respective health plans.
- 1.5 **Designated Record Set** – A group of records maintained by or for the health plan, including: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; or (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; used, in whole or part, by or for the health plan to make decisions about individuals pertaining to treatment, payment and health care operations of the health plan.

- 1.6 **Disclosure** – The release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
- 1.7 **Individual** – The person who is the subject of protected health information. This definition shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.
- 1.8 **Individually Identifiable Health Information** – Information that: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) related to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (3) that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 1.9 **Privacy Rule** – The Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.10 **Protected Health Information (PHI)** – Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in electronic media; or (iii) transmitted or maintained in any other form or medium. This definition does not include education records covered by the Family Educational Right and Privacy Act.
- 1.11 **Required by Law** – A mandate contained in law that compels BUYER, SELLER, or an involved health plan to make a use or disclosure of PHI and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court or grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- 1.12 **Secretary** – The Secretary of the Department of Health and Human Services or his/her designee.
- 1.13 **U.S.C.** – United States Code.
- 1.14 **Use** – With respect to individually identifiable health information, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.

## **II. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

- 2.1 BUYER shall not use or disclose PHI in any manner that would violate the Privacy Rule if such use or disclosure were done by the health plan.
- 2.2 BUYER shall limit its use of protected health information (PHI) to the following purposes:
  - 2.2.1 To perform its duties as specified in the existing Purchase Agreement; or
  - 2.2.2 For the proper management and administration of BUYER's business; or
  - 2.2.3 As permitted by law; or

- 2.2.4 To provide data aggregation services to SELLER.
- 2.3 BUYER shall limit disclosure of PHI to the following circumstances:
  - 2.3.1 To SELLER and its authorized representatives; or
  - 2.3.2 in compliance with a valid authorization; or
  - 2.3.3 as Required by Law; or
  - 2.3.4 as permitted by law.
- 2.4 When using or disclosing PHI, or when requesting PHI, BUYER shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.
- 2.5 Business Associate shall not use, or further disclose PHI other than as permitted or required by this Agreement or as permitted or Required By Law.

### **III. DUTIES OF SELLER**

- 3.1 SELLER shall provide BUYER with written notice of SELLER's privacy policy(ies), as well as any changes to such policy(ies).
- 3.2 SELLER shall notify BUYER of any restrictions with respect to the use or disclosure of PHI that an individual has requested and to which an involved health plan has agreed, in accordance with 45 CFR § 164.522.
- 3.3 SELLER shall notify BUYER of an Individual's request for an accounting of disclosures of PHI in a timely manner, so as to enable BUYER to supply the requested information within a time sufficient for SELLER to comply with the individual's request.

### **IV. INDEMNIFICATION**

- 4.1 Each party shall hold harmless and will not indemnify any of the other parties related to this Agreement for any claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of any party under this Agreement; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

### **V. MISCELLANEOUS**

- 5.1 BUYER shall use appropriate safeguards to prevent use or disclosure by BUYER of PHI other than as provided for by this Agreement or as permitted or required by Law.
- 5.2 BUYER shall report to SELLER any use or disclosure by BUYER of PHI not provided for by this Agreement of which it becomes aware.

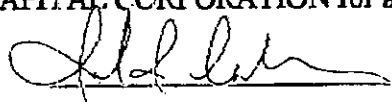
- 5.3.1 BUYER shall ensure that any agent or subcontractor of BUYER, to whom it provides PHI created or received by BUYER on behalf of SELLER or an involved health plan, agrees to the same restrictions and conditions that apply through this Agreement.
- 5.4 BUYER, at the request SELLER shall provide access as directed by SELLER to an Individual in order to meet the requirements under 45 CFR §164.524 granting the Individual access to his/her PHI that Business Associate maintains in a designated record set. If the Individual requests access to PHI directly from BUYER, BUYER shall provide the requested information directly to SELLER, which in turn will provide the requested information to the requesting Individual. This Section shall not be construed to allow the Individual access to psychotherapy notes or other categories of information to which access is not authorized under the Privacy Rule. Any authorization or denial of access to PHI shall be decided solely by SELLER.
- 5.6 BUYER will review any requests by SELLER to make any amendment(s) to PHI in a Designated Record Set maintained by BUYER that SELLER directs or agrees to pursuant to 45 CFR §164.526, at the request of the Individual, and in the time and manner designated by the Individual. BUYER shall provide the requested information to SELLER to furnish directly to the Individual.
- 5.7 BUYER shall make internal practices, books and records relating to its use and disclosure of PHI received from, or created or received by BUYER from SELLER available to SELLER. A reasonable time notice must be given to BUYER for such inspection. Any and all costs related to such inspection are to be borne by SELLER, or another Covered Entity making the request. If the Covered Entity deems that BUYER is in violation of any term of this agreement, BUYER shall promptly review the alleged violation and advise the Certified Entity if any changes are to be made.
- 5.8 In the event it is felt that BUYER has breached a material term of this Agreement, SELLER shall immediately notify BUYER of such alleged breach in writing. BUYER will provide SELLER a report of fact-finding on the alleged breach and if it is mutually determined that there is a breach; BUYER will cure such breach within fifteen (15) days of the mutual determination.
- 5.9 BUYER and SELLER acknowledge that state and federal laws relating to Protected Health Information (PHI) are constantly changing and evolving and that amendment to this agreement may be required in the future to ensure compliance with such new laws.
- 5.10 If the Purchase Agreement is terminated by either BUYER or SELLER, BUYER shall return, or provide proof of proper destruction all PHI material and data received from, or created by SELLER.
- 5.11 The respective rights and obligations of this Agreement shall survive the termination of the Purchase Agreement between BUYER and SELLER.
- 5.12 The effective date of the Agreement is August 10, 2004



IN WITNESS WHEREOF, we have hereunto set our hands and seals as duly authorized agents or officers and have executed this Business Associate Agreement.

MEDICAL CAPITAL CORPORATION for and on behalf of BUYER

By



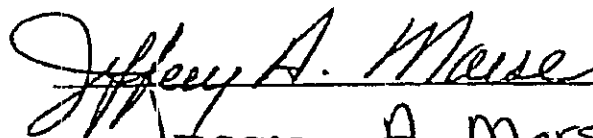
Print Name Joseph J. Lampariello

Its

Chief Operating Officer

Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center for and on behalf of SELLER

By



Print Name

JEFFREY A. MORSE

Its

Brandywine Health Services of MS Inc

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals as duly authorized agents or officers and have executed this Business Associate Agreement.

MEDICAL CAPITAL CORPORATION for and on behalf of **BUYER**

By \_\_\_\_\_  
Print Name Joseph J. Lampariello  
Its Chief Operating Officer

Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center for and on behalf of **SELLER**

By Jeffrey A. Morse  
Print Name Jeffrey A. Morse  
Its Brandywine Health Services of MS Inc

**ORIGINAL**

AFFIDAVIT DISTRICT COURT

CLARK COUNTY,

STATE OF NEVADA

CASE NO.: A490478

DEPT NO.: IV

DOCKET NO.: 01455-0163

Beckley Singleton, Chtd. ATTORNEYS FOR: Plaintiff

Ike Lawrence Epstein Esq. STATE BAR NO.: 4534

530 Las Vegas Blvd. South

Las Vegas, NV 89101

MCC Special Purpose Corporation VIII

Plaintiff

Date:

vs

Time:

Brandywine Health Services of Mississippi, Inc., et al

Defendant

AFFIDAVIT OF SERVICE

Vannell Warren, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Summons & Complaint

on the 19<sup>th</sup> day of August, 2004 and served the same on the 19<sup>th</sup> day of August, 2004 at 10:00 am by:

1. delivering and leaving a copy with the defendant, Richard Barry at 505 Constitution Avenue, Meridian, MS 39302-2009

2. serving the defendant, \_\_\_\_\_ by personally delivering and leaving a copy with \_\_\_\_\_, a person of suitable age and discretion residing at the defendant's usual place of abode located at \_\_\_\_\_

3. serving the defendant, Brandywine Health Services of Mississippi, Inc., a/d/a Choctaw County Medical Center by personally delivering and leaving a copy at 505 Constitution Avenue, Meridian, MS 39302-2009

a. with \_\_\_\_\_ as \_\_\_\_\_ an agent lawfully designated

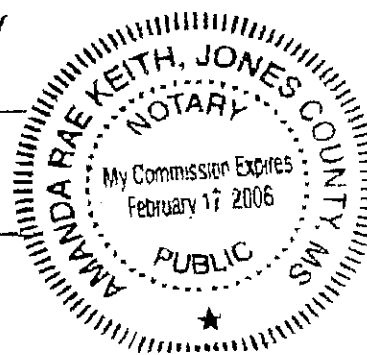
by statute to accept service of process;

b. with Resident Agent, Richard Barry, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.

SUBSCRIBED AND SWORN to before me on this

19 day of Aug., 2004

[Signature]  
Notary Public



Vannell Warren  
Affiant

Legal Process Service  
626 S. Eighth Street  
Las Vegas, Nevada 89101

WorkOrderNo 0408650

1 AACC  
 2 ALVERSON, TAYLOR, MORTENSEN,  
 3 NELSON & SANDERS  
 4 ERIC TAYLOR, ESQ., NV Bar No. 2275  
 5 STACY R. SMITH, ESQ., NV Bar No. 7919  
 6 SARAH A. SMEGAL, ESQ., NV Bar No. 8669  
 7 7401 West Charleston Boulevard  
 8 Las Vegas, NV 89117-1401  
 9 Attorneys for Brandywine Health Services  
 10 of Mississippi, Inc. and Jeffrey A. Morse

*Angela R. Riggins*

SEP 13 4 57 PM '04

FILED

7 DISTRICT COURT  
 8 CLARK COUNTY, NEVADA

9 MCC SPECIAL PURPOSE CORPORATION VIII,  
 10 a Nevada corporation,

CASE NO. A490478  
 DEPT NO. IV

11 Plaintiff,

12 vs.

13 BRANDYWINE HEALTH SERVICES OF MISSISSIPPI,  
 14 INC., aka Choctaw County Medical Center, a Mississippi  
 15 corporation, JEFFREY A. MORSE, an individual, and  
 16 DOES 1-10,

17 Defendants.

18 BRANDYWINE HEALTH SERVICES OF  
 19 MISSISSIPPI, INC., aka Choctaw County Medical  
 20 Center, a Mississippi corporation, JEFFREY A.  
 21 MORSE, an individual, and DOES 1-10,

22 Counter-claimants,

23 vs.

24 MCC SPECIAL PURPOSE CORPORATION VIII,  
 25 a Nevada corporation,

26 Counter-defendant.

27 **ANSWER and COUNTERCLAIM of DEFENDANTS BRANDYWINE HEALTH**  
 28 **SERVICES OF MISSISSIPPI, INC., aka CHOCTAW COUNTY MEDICAL CENTER,**  
**a Mississippi Corporation, and JEFFREY A. MORSE, an Individual**

29 COME NOW, Defendants BRANDYWINE HEALTH SERVICES OF MISSISSIPPI, INC.,  
 30 aka CHOCTAW COUNTY MEDICAL CENTER, a Mississippi Corporation, and JEFFREY A.  
 31 MORSE, an Individual ("Answering Defendants"), by and through their counsel, Alverson, Taylor,  
 32 Mortensen, Nelson & Sanders, and answer the Complaint on file herein as follows:

ALVERSON, TAYLOR, MORTENSEN, NELSON & SANDERS

LAWYERS  
 7401 WEST CHARLESTON BOULEVARD  
 LAS VEGAS, NEVADA 89117-1401  
 (702) 384-7000

**ANSWER****Jurisdiction and Venue**

1. Answering paragraphs 1 and 2, these Answering Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations contained therein and, therefore, deny the same.

2. Answering paragraph 3, these Answering Defendants admit the allegations contained therein.

3. Answering paragraph 4, these Answering Defendants admit that Defendant Jeffrey A. Morse is an Officer, Director, and Shareholder of Defendant Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation ("Brandywine Health"), but deny that Defendant Jeffrey A. Morse is and was an individual residing in the State of Mississippi.

4. Answering paragraph 5, these Answering Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations contained therein and, therefore, deny the same.

5. Answering paragraphs 6 and 7, these Answering Defendants deny the allegations contained therein.

**Facts Common to All Claims**

6. Answering paragraph 8, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 7 as though fully set forth herein, and hereby incorporate the same by this reference.

7. Answering paragraph 9, these Answering Defendants deny the allegations contained therein.

8. Answering paragraph 10, these Answering Defendants admit that Plaintiff MCC Special Purpose Corporation VIII ("Plaintiff") and Brandywine Health entered into a written Purchase Agreement. These Answering Defendants neither admit nor deny that the Purchase Agreement states as characterized by Plaintiff, but affirmatively allege that the Purchase Agreement

1 speaks for itself. As to all remaining allegations in paragraph 10, these Answering Defendants deny  
2 the allegations contained therein.

3 9. Answering paragraph 11, these Answering Defendants admit that under the terms of  
4 the Purchase Agreement, Medical Capital Corporation ("MedCap") was appointed the  
5 Administrator. As to all remaining allegations in paragraph 11, these Answering Defendants lack  
6 information sufficient to form a belief as to the truth or falsity of the allegations contained therein  
7 and, therefore, deny the same.

8 10. Answering paragraph 12, these Answering Defendants lack information sufficient to  
9 form a belief as to the truth or falsity of the allegations contained therein and, therefore, deny the  
10 same.

11 11. Answering paragraph 13, these Answering Defendants admit that Defendant Jeffrey  
12 Morse executed and delivered a Guaranty to Plaintiff. These Answering Defendants lack  
13 information sufficient to form a belief as to the truth or falsity of the allegation that execution and  
14 delivery of the Guaranty by Defendant Jeffrey Morse was a material inducement to Plaintiff to enter  
15 into the Purchase Agreement. As to all remaining allegations in paragraph 13, these Answering  
16 Defendants deny the allegations contained therein.

17 12. Answering paragraph 14, these Answering Defendants admit that the subject accounts  
18 receivable had an aggregate gross face value of \$559,461.62 and a contractually agreed upon value  
19 of \$318,957.38 (the "aggregate adjusted value"). As to all remaining allegations in paragraph 14,  
20 these Answering Defendants deny the allegations contained therein.

21 13. Answering paragraph 15, these Answering Defendants neither admit nor deny that the  
22 Purchase Agreement states as characterized by Plaintiff, but affirmatively allege that the Purchase  
23 Agreement speaks for itself.

24 14. Answering paragraphs 16 and 17, these Answering Defendants deny the allegations  
25 contained therein.

26 15. Answering paragraph 18, these Answering Defendants neither admit nor deny that the  
27 Purchase Agreement states as characterized by Plaintiff, but affirmatively allege that the Purchase  
28 Agreement speaks for itself.



**FIRST CAUSE OF ACTION**  
**(Breach of Contract Against All Defendants)**

16. Answering paragraph 19, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 18 as though fully set forth herein, and hereby incorporate the same by this reference.

17. Answering paragraph 20, these Answering Defendants admit the allegations contained therein.

18. Answering paragraph 21, these Answering Defendants neither admit nor deny that the Guaranty states as characterized by Plaintiff, but affirmatively allege that the Guaranty speaks for itself.

19. Answering paragraph 22, these Answering Defendants admit that the accounts receivable had an aggregate gross face value of \$559,461.62 and a contractually agreed upon or aggregate adjusted value of \$318,957.38. As to all remaining allegations in paragraph 22, these Answering Defendants deny the allegations contained therein.

20. Answering paragraphs 23 through 26, inclusive, these Answering Defendants deny the allegations contained therein.

21. Answering paragraph 27, these Answering Defendants neither admit nor deny that the Purchase Agreement states as characterized by Plaintiff, but affirmatively allege that the Purchase Agreement speaks for itself.

22. Answering paragraphs 28 and 29, these Answering Defendants deny the allegations contained therein.

**SECOND CAUSE OF ACTION**  
**(Breach of Guaranty Against Jeffrey A. Morse)**

23. Answering paragraph 30, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 29, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

///

///

ALVERSON, TAYLOR, MORTENSEN, NELSON & SANDERS  
 LAWYERS  
 7401 WEST CHARLESTON BOULEVARD  
 LAS VEGAS, NEVADA 89117-1401  
 (702) 384-7000

ALVERSON, TAYLOR, MORTENSEN, NELSON & SANDERS  
LAWYERS  
7401 WEST CHARLESTON BOULEVARD  
LAS VEGAS, NEVADA 89117-1401  
(702) 384-7000

24. Answering paragraph 31, these Answering Defendants neither admit nor deny that the Guaranty states as characterized by Plaintiff, but affirmatively allege that the Guaranty speaks for itself.

25. Answering paragraphs 32 through 34, inclusive, these Answering Defendants deny the allegations contained therein.

**THIRD CAUSE OF ACTION**  
**(Breach of the Implied Covenant of Good Faith and Fair Dealing Against All Defendants)**

26. Answering paragraph 35, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 34, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

27. Answering paragraph 36, these Answering Defendants admit that Plaintiff and Defendant Brandywine Health are parties to the Purchase Agreement and that Defendant Jeffrey A. Morse executed the Guaranty in favor of Plaintiff. As to all remaining allegations of paragraph 36, these Answering Defendants deny the allegations contained therein.

28. Answering paragraph 37, these Answering Defendants admit the allegations contained therein.

29. Answering paragraphs 38 through 41, inclusive, these Answering Defendants deny the allegations contained therein.

**FOURTH CAUSE OF ACTION**  
**(Breach of Fiduciary Duty Against All Defendants)**

30. Answering paragraph 42, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 41, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

31. Answering paragraphs 43 through 46, inclusive, these Answering Defendants deny the allegations contained therein.

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**FIFTH CAUSE OF ACTION**  
**(Fraud Against All Defendants)**

32. Answering paragraph 47, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 46, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

33. Answering paragraphs 48 through 53, inclusive, these Answering Defendants deny the allegations contained therein.

**SIXTH CAUSE OF ACTION**  
**(Intentional Interference With Prospective Economic Advantage Against All Defendants)**

34. Answering paragraph 54, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 53, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

35. Answering paragraphs 55 through 60, inclusive, these Answering Defendants deny the allegations contained therein.

**SEVENTH CAUSE OF ACTION**  
**(Conversion Against All Defendants)**

36. Answering paragraph 61, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 60, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

37. Answering paragraphs 62 through 69, inclusive, these Answering Defendants deny the allegations contained therein.

**EIGHTH CAUSE OF ACTION**  
**(Declaratory Judgment)**

38. Answering paragraph 70, these Answering Defendants repeat and reallege their answers to paragraphs 1 through 69, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

39. Answering paragraph 71, these Answering Defendants deny the allegations contained therein.

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40. Answering paragraph 72, these Answering Defendants lack information sufficient to form a belief as to the truth or falsity of the allegations contained therein and, therefore, deny the same.

41. Answering paragraphs 73 through 75, inclusive, these Answering Defendants deny the allegations contained therein.

#### **First Affirmative Defense**

Plaintiff has failed to state a claim against the Answering Defendants upon which relief can be granted.

#### **Second Affirmative Defense**

Plaintiff's claims against the Answering Defendants are barred in whole or in part by the doctrines of estoppel, waiver, and unclean hands.

#### **Third Affirmative Defense**

Plaintiff's damages, if any, were caused in whole or in part, or were contributed to, by reason of Plaintiff's own negligent and/or fraudulent actions.

#### **Fourth Affirmative Defense**

These Answering Defendants affirmatively allege that in its Complaint, Plaintiff failed to name a party necessary for full and adequate relief essential in this action.

#### **Fifth Affirmative Defense**

These Answering Defendants acted in good faith at all times relevant to this action.

#### **Sixth Affirmative Defense**

Any duty to perform owed by these Answering Defendants to Plaintiff was excused by the actions of Plaintiff.

#### **Seventh Affirmative Defense**

Any duty to perform owed by these Answering Defendants to Plaintiff was excused by Plaintiff's failure to satisfy a constructive condition precedent of the Purchase Agreement.

#### **Eighth Affirmative Defense**

Any duty to perform owed by these Answering Defendants to Plaintiff was excused by Plaintiff's breach of the Purchase Agreement.

**Ninth Affirmative Defense**

Any damages suffered by Plaintiff were caused in whole or in part or were contributed to by reason of Plaintiff's breach of the Purchase Agreement and/or Plaintiff's failure to satisfy a constructive condition precedent of the Purchase Agreement.

**Tenth Affirmative Defense**

These Answering Defendants affirmatively allege that the Purchase Agreement and/or Guaranty upon which Plaintiff bases its Complaint are unenforceable by reason of Plaintiff's fraudulent acts.

**Eleventh Affirmative Defense**

These Answering Defendants affirmatively allege that the Purchase Agreement attached to the Complaint as Exhibit A and incorporated therein is not a true and correct copy of the complete contract.

**Twelfth Affirmative Defense**

These Answering Defendants affirmatively allege that the Purchase Agreement is a contract of adhesion.

**Thirteenth Affirmative Defense**

These Answering Defendants affirmatively allege that the Purchase Agreement is unconscionable, is of an oppressive nature, was the result of unfair surprise, and is against public policy.

**Fourteenth Affirmative Defense**

These Answering Defendants affirmatively allege that the Purchase Agreement is a usury contract.

**Fifteenth Affirmative Defense**

These Answering Defendants affirmatively allege that the Purchase Agreement is a result of mutual mistakes of material fact and is, therefore, unenforceable.

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**Sixteenth Affirmative Defense**

These Answering Defendants affirmatively allege that Plaintiff is estopped from denying the enforceability of any and all oral representations of Plaintiff, its representatives, employees, and/or agents relating to the accounts receivable to be sold to Plaintiff at any time under the Purchase Agreement based upon the doctrine of promissory estoppel.

**Seventeenth Affirmative Defense**

These Answering Defendants affirmatively allege that Defendant Jeffrey Morse's letter of August 12, 2004 to Jared Ricci of MedCap operated as a complete rescission of the Purchase Agreement.

**Eighteenth Affirmative Defense**

Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein to the extent that sufficient facts are not available after reasonable inquiry upon the filing of this Answer; Answering Defendants, therefore, reserve the right to amend this Answer to allege additional Affirmative Defenses as subsequent investigation warrants.

WHEREFORE, these Answering Defendants pray that Plaintiff take nothing for its Complaint, including that Plaintiff be denied an award for its causes of action and/or prayers for relief as set forth in the Complaint. Furthermore, these Answering Defendants hereby request reimbursement of their attorney's fees and costs incurred in defending against Plaintiff's Complaint and for such further relief as this Court deems just and appropriate.

**COUNTER-CLAIM**

COME NOW, Counter-claimants BRANDYWINE HEALTH SERVICES OF MISSISSIPPI, INC., aka CHOCTAW COUNTY MEDICAL CENTER, a Mississippi Corporation, and JEFFREY A. MORSE, an Individual ("Counter-claimants"), by and through their counsel, Alverson, Taylor, Mortensen, Nelson & Sanders, and bring this Counter-claim against Counter-defendant MCC Special Purpose Corporation VIII ("Counter-defendant"), alleging as follows:

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**General Allegations**

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2           1.       Counter-claimant Brandywine Health Services of Mississippi, aka Choctaw County  
3 Medical Center ("Brandywine Health"), is and was at all times relevant to this action a corporation  
4 duly organized and existing under the laws of the State of Mississippi with its principal place of  
5 business located in Ackerman, Mississippi.

6           2.       Counter-claimant Jeffrey A. Morse ("Mr. Morse") is and was at all times relevant to  
7 this action an individual residing in the State of Maryland, and is an Officer, Director, and  
8 Shareholder of Brandywine Health.

9           3.       Upon information and belief, Counter-defendant is and was at all times relevant to  
10 this action a corporation duly organized and existing under the laws of the State of Nevada with its  
11 principal place of business located in Las Vegas, Nevada.

12           4.       Upon information and belief, Medical Capital Corporation ("MedCap") is and was  
13 at all times relevant to this action a corporation duly organized and existing under the laws of the  
14 State of Nevada with its principal place of business located in Las Vegas, Nevada.

15           5.       Upon information and belief, Joseph J. Lampariello is an Officer of Counter-  
16 defendant and of MedCap.

17           6.       Upon information and belief, Alan J. Meister is an Officer of Counter-defendant and  
18 of MedCap.

19           7.       That the true names and capacities, whether individual, corporation, association or  
20 otherwise, of Counter-defendants Does I through X, inclusive, are unknown to Counter-claimants  
21 at this time, and, therefore, Counter-claimants sue these Counter-defendants by such fictitious names.  
22 Counter-claimants are informed and believe and, on that basis, allege that each of the fictitiously  
23 named Counter-defendants are responsible in some manner for the events and happenings referred  
24 to as herein alleged.

25           8.       Upon information and belief, in performing each of the acts herein alleged, Counter-  
26 defendant, MedCap, and Does I through X were each the agents, employees, representatives, and/or  
27 servants of the others, and were acting within the scope and course of such relationship.  
28

9. Pursuant to the terms of the Purchase Agreement, "[a]ny legal proceeding arising out of or in any way related to [the] Purchase Agreement...shall be brought and litigated exclusively in any one of the United States District Courts sitting in the State of Nevada to the extent it has subject matter jurisdiction, and otherwise in any court of the State of Nevada having jurisdiction." Purchase Agreement, Section 8.9.

10. Based upon paragraph 32 of the Complaint on file herein, Counter-defendant claims damages in an amount that exceeds Seventy-five Thousand Dollars (\$75,000.00).

### Factual Allegations

11. On or about June 2004, Brandywine Health sought information regarding the sale of its accounts receivable at a reduced price in order to generate a lump sum payment immediately upon sale that would be used to satisfy outstanding debts. This type of transaction is also known as "accounts receivable funding." The lump sum payment received immediately upon transfer of the accounts receivable is known as "front money."

12. Counter-claimants contacted John Cassillas ("Mr. Cassillas") to discuss possible accounts receivable funding. Mr. Cassillas held himself out as an expert in accounts receivable funding and collection processes.

13. Mr. Cassillas offered two options to Counter-claimants: funding through a group of banks called Osage MedFund that would need three months to create a funding proposal or funding through MedCap, which represented that it could implement a funding system in three weeks. Counter-claimants decided to obtain funding through MedCap.

14. On information and belief, Mr. Cassillas contacted MedCap with Mr. Morse's contact information.

15. On or about June 21, 2004, Herb Endres of MedCap contacted Mr. Morse to discuss accounts receivable funding.

16. Ten years prior to the transaction in dispute with MedCap and Counter-defendant, Mr. Morse had one experience with accounts receivable funding, but the funding was through a bank and was much different than the process Mr. Morse encountered in this transaction.

17. Brandywine Health gave MedCap permission to begin its on-site due diligence with regard to Brandywine Health's accounts receivable.

18. According to Jared Ricci ("Mr. Ricci") of MedCap, the due diligence was performed in order to determine whether the methods behind generation of the accounts receivable were credible.

19. On or about July 19, 2004, Jill Case ("Ms. Case") of MedCap arrived at Brandywine Health in Ackerman, Mississippi and began MedCap's due diligence.

20. On or about July 23, 2004, Ms. Case and Mr. Ricci contacted Mr. Morse in order to discuss the value of the accounts receivable that MedCap and Counter-defendant would purchase.

21. The value of Brandywine Health's total accounts receivable was approximately Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Brandywine Health generates accounts receivable through its acute care services, nursing home, swing beds, and professional fees.

22. Despite the value of Brandywine Health's accounts receivable as set forth in paragraph 21, Ms. Case and Mr. Ricci told Mr. Morse that Brandywine Health would only receive Two Hundred Fifty Thousand Dollars (\$250,000.00) from MedCap and Counter-defendant for the sale of its accounts receivable.

23. Although MedCap and Counter-defendant proposed to purchase only a portion of Brandywine Health's accounts receivable, under the terms of the Purchase Agreement, all payments received by Brandywine Health were to be forwarded to a bank account referred to as a "Lock Box Account" in the Purchase Agreement in Section 5.5(b). Any payments not applicable to the accounts receivable purchased by Counter-defendant would then be returned to Brandywine Health.

24. Mr. Morse explained to Ms. Case and Mr. Ricci that Two Hundred Fifty Thousand Dollars (\$250,000.00) was not sufficient front money to satisfy Brandywine Health's outstanding taxes and bills.

25. Mr. Morse also complained that MedCap and Counter-defendant's system of collecting all payments Brandywine Health receives, rather than just collecting the payments applicable to the accounts receivable purchased by Counter-defendant, would result in a monthly deficit for Brandywine Health of approximately Three Hundred Thousand Dollars (\$300,000.00).

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26. In addition, Mr. Morse complained that although Brandywine Health would only receive Two Hundred Fifty Thousand Dollars (\$250,000.00), MedCap and Counter-defendant would recover approximately Six Hundred Fifty Thousand Dollars (\$650,000.00) through collection of the accounts receivable.

27. Mr. Morse refused to complete the transaction on the terms proposed by Ms. Case and Mr. Ricci.

28. After Mr. Morse's rejection, Mr. Ricci offered to include the swing bed, nursing home, and professional fee accounts receivable in order to increase the front money to at least Six Hundred Thousand Dollars (\$600,000.00), and offered weekly pay outs to Brandywine Health.

29. Mr. Morse relied on the oral representations of Mr. Ricci, made on behalf of MedCap and Counter-defendant, in accepting the terms as set forth in paragraph 28.

30. On or about July 29, 2004, Brandywine Health received a terms sheet only showing funding of Two Hundred Fifty Five Thousand Dollars (\$255,000.00) to Brandywine Health.

31. Mr. Morse complained that the funding amount was to be at least Six Hundred Thousand Dollars (\$600,000.00).

32. Mr. Morse was told to send additional documentation concerning the swing beds, nursing home, and professional fees, and was told that Brandywine Health would receive the additional money.

33. Upon information and belief, in order to determine the front money that Brandywine Health would receive, Counter-defendant reduced the Aggregate Gross Face Value of the accounts receivable by forty-three percent (43%).

34. The Aggregate Gross Face Value is the total billing amount of each account receivable including patient co-payments.

35. The result of the forty-three percent (43%) reduction is the contractual Aggregate Adjusted Value of the accounts. Brandywine Health then receives eighty percent (80%) of the Aggregate Adjusted Value as front money.

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36. Brandywine Health would normally only reduce the Aggregate Gross Face Value of the accounts receivable by twenty-nine percent (29%). That reduction accounts for the expected loss on the accounts receivable.

37. Counter-defendant represented to Counter-claimants that the increased reduction from twenty-nine percent (29%) to forty-three percent (43%) was to provide Counter-defendant with an additional safety margin.

38. The net receivable for the accounts receivable of the swing beds, nursing home, and professional fees would result in at least Four Hundred Thousand Dollars (\$400,000.00) in additional front money to Brandywine according to Brandywine's understanding of the forty-three percent (43%) used by MedCap and Counter-defendant. This result was satisfactory to Counter-claimants, and they relied upon the oral representations of MedCap and Counter-defendant and believed the terms were part of the parties' agreement.

39. On or about August 2, 2004, Mr. Morse executed a document entitled Purchase Agreement. Exhibit A to the Purchase Agreement, entitled Initial Accounts Receivable, was to include a listing of the accounts receivable to be purchased under the Agreement.

40. The accounts receivable from Brandywine Health's hospital, swing beds, nursing home, and professional fees were omitted from Exhibit A to the Purchase Agreement.

41. Mr. Morse questioned the omission and was told that MedCap and Counter-defendant would "take care of it."

42. Mr. Morse relied on the oral representations of MedCap and Counter-defendant concerning the additional accounts receivable and front money in executing the Purchase Agreement.

43. Based upon the oral representations of MedCap and Counter-defendant, it was Mr. Morse's understanding that the terms previously agreed upon were still in effect, and that Exhibit A to the Purchase Agreement would include the accounts receivable from Brandywine Health's hospital, swing beds, nursing home, and professional fees.

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44. On or about August 10, 2004, the Closing Date of the Purchase Agreement, Brandywine Health's accounting department notified Mr. Morse that Brandywine Health had received an electronic deposit from Counter-defendant in the amount of Two Hundred Forty-five Thousand Five Hundred Ninety-seven Dollars and 18/100 (\$245,597.18) ("initial funds").

45. Counter-claimants believed the initial funds of Two Hundred Forty-five Thousand Five Hundred Ninety-seven Dollars and 18/100 (\$245,597.18) would be followed by additional transfers to reach the front money amount of approximately Six Hundred Thousand Dollars (\$600,000.00) to which Counter-claimants had agreed.

46. Counter-claimants applied the initial funds to back taxes owed. No additional funds were received.

47. Counter-claimants would not have executed the Purchase Agreement or used the initial disbursement of funds to satisfy back taxes owed if they had known that the additional accounts receivable of the nursing home, swing beds, and professional fees were not included in the Purchase Agreement, and that Brandywine Health would not receive additional funds beyond the initial disbursement.

48. On or about August 12, 2004, MedCap contacted Brandywine Health to discuss the Lock Box Account.

49. Brandywine Health was then informed that no additional transfers of front money would be made, and that none were promised.

50. As a result, Mr. Morse sent a letter to Mr. Ricci of MedCap dated August 12, 2004.

51. In the August 12, 2004 letter, Mr. Morse stated that an initial payment in the amount of Two Hundred Forty-five Thousand Five Hundred Ninety-seven Dollars and 18/100 (\$245,597.18) was not the amount to which Mr. Morse had agreed and would not be enough to satisfy all outstanding taxes and bills as Mr. Morse had previously explained.

52. Mr. Morse also stated in his August 12, 2004 letter to Mr. Ricci that Brandywine Health expected additional funding of at least Four Hundred Thousand Dollars (\$400,000.00), and that MedCap and Counter-defendant had incorrectly excluded the accounts receivable of the nursing home, swing beds, and professional fees.



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53. In the same August 12, 2004 letter, Mr. Morse also expressed concern over the Lock Box Account referred to in paragraph 23. As Mr. Morse had previously explained to MedCap and Counter-defendant, the Lock Box Account collection process, whereby any and all payments Brandywine Health received would be deposited into the Lock Box Account, would result in Brandywine Health being unable to pay its bills in a timely manner.

54. Mr. Morse complained that the Lock Box Account collection process was too slow as Brandywine Health would have to wait for MedCap and Counter-defendant to separate the payments and return all payments to Brandywine Health not applicable to the accounts receivable purchased by Counter-defendant.

55. Mr. Morse requested an invoice from MedCap for the Two Hundred Forty-five Thousand Five Hundred Ninety-seven Dollars and 18/100 (\$245,597.18) transfer, which Mr. Morse stated would be paid by Brandywine Health within thirty days of receipt of the invoice.

56. Four days after Mr. Morse's August 12, 2004 letter, Counter-defendant brought suit against Counter-claimants.

### **FIRST CAUSE OF ACTION**

#### **(Breach of Contract Against Counter-defendant)**

57. Counter-claimants repeat and reallege their allegations contained in paragraphs 1 through 56, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

58. According to the oral representations and promises of MedCap, Counter-defendant, and their agents, representatives, and/or employees, the accounts receivable of the nursing home, swing beds, and professional fees were to be included in the accounts receivable sold to Counter-defendant under the Purchase Agreement, and Brandywine Health was to receive front money of at least Six Hundred Thousand Dollars (\$600,000.00).

59. Counter-claimants reasonably relied upon the oral promises of MedCap, Counter-defendant, and their agents, representatives, and/or employees in proceeding with the negotiation and execution of the Purchase Agreement.

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1           60. Counter-claimants' reliance on the oral promises of MedCap, Counter-defendant, and  
2 their agents, representatives, and/or employees was foreseeable and detrimental.

3           61. Mr. Morse told MedCap, Counter-defendant, and their agents, representatives, and/or  
4 employees more than once that Counter-claimants would not agree to a contract that excluded the  
5 accounts receivable of the nursing home, swing beds, and professional fees and did not provide for  
6 additional front money as a result of the inclusion of the additional accounts receivable.

7           62. The enforcement of the oral promises of MedCap, Counter-defendant, and  
8 their agents, representatives, and/or employees is necessary to avoid injustice.

9           63. Counter-defendant's omission of the additional accounts receivable of the nursing  
10 home, swing beds, and professional fees from Exhibit A to the Purchase Agreement and failure to  
11 disburse additional front money of at least Four Hundred Thousand Dollars (\$400,000.00) on the  
12 Closing Date were breaches of the Purchase Agreement and the enforceable oral promises made by  
13 MedCap, Counter-defendant, and their agents, representatives, and/or employees.

14           64. Pursuant to Section 2.3 of the Purchase Agreement, Counter-defendant was to pay  
15 Counter-claimants the Advance Rate Amount under the Purchase Agreement on the Closing Date  
16 of August 10, 2004.

17           65. The Advance Rate Amount under the Purchase Agreement according to Exhibit A  
18 to the Purchase Agreement was Two Hundred Fifty-five Thousand One Hundred Sixty-five Dollars  
19 and 90/100 (\$255,165.90).

20           66. On the Closing Date of August 10, 2004, Counter-defendant only paid Counter-  
21 claimants Two Hundred Forty-five Thousand Five Hundred Ninety-seven Dollars and 18/100  
22 (\$245,597.18).

23           67. Counter-defendant's failure and/or refusal to pay Counter-claimants the contractually  
24 agreed upon Advance Rate Amount was a breach of the Purchase Agreement.

25           68. As a direct, proximate, and foreseeable result of Counter-defendant's breaches of the  
26 Purchase Agreement and enforceable oral promises, Counter-claimants have suffered damages in  
27 an amount to be determined at trial.

28   ///

69. Counter-claimants have been forced to retain the services of an attorney to prosecute this Counter-claim and are entitled to an award of attorney's fees and costs.

## **SECOND CAUSE OF ACTION**

### **(Breach of the Implied Covenant of Good Faith and Fair Dealing Against Counter-defendant)**

70. Counter-claimants repeat and reallege their allegations contained in paragraphs 1 through 69, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

71. Counter-claimants and Counter-defendant are parties to the Purchase Agreement, which is a contract.

72. A covenant of good faith and fair dealing was and is implied in the Purchase Agreement between Counter-claimants and Counter-defendant.

73. Counter-defendant breached the covenant of good faith and fair dealing by performing in a manner that was unfaithful to the purpose of the contract.

74. Counter-claimants' justified expectations were thus wrongfully denied.

75. As a direct, proximate, and foreseeable result of Counter-defendant's breaches of the covenant of good faith and fair dealing, Counter-claimants have suffered damages in an amount to be determined at trial.

76. Counter-claimants have been forced to retain the services of an attorney to prosecute this Counter-claim and are entitled to an award of attorney's fees and costs.

## **THIRD CAUSE OF ACTION**

### **(Rescission Against Counter-defendant)**

77. Counter-claimants repeat and reallege their allegations contained in paragraphs 1 through 76, inclusive, as though fully set forth herein, and hereby incorporate the same by this reference.

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78. Counter-defendant's breach of the implied covenant of good faith and fair dealing, breach of the enforceable oral promises of Counter-defendant's and/or its agents, representatives, and/or employees, and breach of the terms of the Purchase Agreement are material breaches either individually or collectively.

79. The material breaches of Counter-defendant entitle Counter-claimants to rescission of the Purchase Agreement, including the attached exhibits.

80. Counter-defendant's and/or its agents, representatives, and/or employees used deceit and fraud to obtain Counter-claimants' execution of a Purchase Agreement containing terms that were not agreed upon by the parties and omitting other terms required by Counter-claimants, despite Counter-defendant's and/or its agents, representatives, and/or employees' knowledge of Counter-claimants' refusal to execute a Purchase Agreement containing such terms while omitting others. Counter-defendant's and/or its agents, representatives, and/or employees also practiced deceit and fraud after the Closing Date in denying its promises to include the additional terms required by Counter-claimants and disburse a total sum of approximately Six Hundred Fifty Thousand Dollars (\$650,000.00) in front money to Counter-claimants.

81. The deceit and fraud of Counter-defendant's and/or its agents, representatives, and/or employees entitle Counter-claimants to rescission of the Purchase Agreement, including the attached exhibits.

82. The identification of the accounts receivable to be bought and sold under the Purchase Agreement was a vital fact upon which the Purchase Agreement was based.

83. At the time of contracting, Counter-claimants and Counter-defendant shared a misconception about which accounts receivable were to be included under the Purchase Agreement.

84. The mutual mistake of the parties entitle Counter-claimants to rescission of the Purchase Agreement, including the attached exhibits.

85. If the Purchase Agreement and its supporting documentation are not rescinded, Counter-claimants are damaged in an amount to be determined at trial as a direct, proximate, and foreseeable result of the non-rescission.

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86. Counter-claimants have been forced to retain the services of an attorney to prosecute this Counter-claim and are entitled to an award of attorney's fees and costs.

WHEREFORE, Brandywine Health Services of Mississippi, Inc., aka Choctaw County Medical Center, a Mississippi Corporation, and Jeffrey A. Morse, an Individual, pray for judgment against MCC Special Purpose Corporation VIII as follows:

1. For actual and compensatory damages against MCC Special Purpose Corporation VIII in an amount to be determined at trial together with interest, penalties, and costs;
2. For rescission of the Purchase Agreement, including the attached exhibits;
3. For reasonable attorney's fees;
4. For costs of suit incurred herein; and
5. For such other relief as this Court may deem just and reasonable.

DATED this 13<sup>th</sup> day of September, 2004.

ALVERSON, TAYLOR, MORTENSEN,  
NELSON & SANDERS



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STACY R. SMITH, ESQ., NV Bar No. 7919  
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7401 West Charleston Boulevard  
Las Vegas, NV 89117-1401  
Attorneys for Brandywine Health Services  
of Mississippi, Inc. and Jeffrey A. Morse

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**CERTIFICATE OF SERVICE BY FACSIMILE TRANSMISSION**

I hereby certify, that on the 13<sup>th</sup> day of September, 2004, service of the foregoing *ANSWER* and *COUNTERCLAIM* of *DEFENDANTS BRANDYWINE HEALTH SERVICES OF MISSISSIPPI, INC., aka CHOCTAW COUNTY MEDICAL CENTER, a Mississippi Corporation, and JEFFREY A. MORSE, an Individual*, was made by facsimile transmission only, pursuant to the amendment to the Eighth Judicial District Court Rule 7.26, by faxing a true and correct copy of the same as follows:

Ike Lawrence Epstein, Esq.  
Eric D. Hone, Esq.  
Beckley Singleton, Chartered  
Attorneys for Plaintiff  
FAX: 385-9447

  
An employee of ALVERSON, TAYLOR,  
MORTENSEN, NELSON & SANDERS

ALVERSON, TAYLOR, MORTENSEN, NELSON & SANDERS

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